



DOCUMENT EXECUTION INSTRUCTIONS

- ❑ PRINT TWO (2) FULL EXECUTION COPIES AND SIGN WHERE INDICATED ON BOTH COPIES. IF APPLICABLE, PLEASE ALSO SIGN EXHIBIT S4 WHERE INDICATED
- ❑ RETURN BOTH EXECUTED ORIGINALS TO THE FOLLOWING ADDRESS SO THAT THE CONTRACT ADMINISTRATION GROUP MAY PRESENT THE ORIGINALS FOR SIGNATURE AT QWEST

**WHOLESALE CONTRACT ADMINISTRATION
QWEST COMMUNICATIONS CORP.
1801 CALIFORNIA STREET
33RD FLOOR
DENVER, CO 80202
(303) 992-1400**

- ❑ REFER TO ADDENDUM 2 OF YOUR WHOLESALE SERVICES AGREEMENT FOR MAILING INSTRUCTIONS REGARDING SECURITY DEPOSITS (IF APPLICABLE)
- ❑ FOLLOWING EXECUTION OF THE DOCUMENT BY QWEST, ONE ORIGINAL WILL BE RETURNED FOR YOUR RECORDS

IN ORDER TO ACCEPT THE RATES, TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT, IT MUST BE SIGNED AND RETURNED TO QWEST AT THE ABOVE ADDRESS WITHIN TWO (2) WEEKS OF THE DATE OF THIS EMAIL.

PLEASE NOTE THAT ANY HAND-MARKED OR COMPUTER CHANGES OR ADDENDA TO THE DOCUMENT (OTHER THAN CLARIFYING THE NOTICE INFORMATION OR SIGNATORY) MAY RESULT IN ITS REJECTION BY QWEST AND/OR SIGNIFICANTLY DELAY THE CLOSING OF THE TRANSACTION.

PLEASE CONTACT YOUR SALES REPRESENTATIVE WITH ANY QUESTIONS OR CONCERNS REGARDING THE CONTENT OF YOUR AGREEMENT.

QWEST WHOLESALE SERVICES AGREEMENT

SIGNATURE PAGE

The undersigned Parties have read and agree to the terms and conditions set forth in the attached International Wholesale Services Agreement.

QWEST:

QWEST COMMUNICATIONS CORPORATION

By: _____

Dana Filip

Senior Vice President, Wholesale Markets

Date: _____

CUSTOMER:

MAGUMPUS, INC.,

A New York corporation

By: _____

Jonathan Agosto

President

Date: _____

*Offer Management Director: _____

Date: _____

*This Agreement shall not be binding upon Qwest until countersigned by the Offer Management Director and Executive Vice President, Wholesale Markets (or an authorized designee) for Qwest.

NOTICE INFORMATION:

All written notices required under the Agreement shall be sent to the following:

To Qwest: Qwest Communications Corporation
1801 California Street, Suite 4900
Denver, Colorado 80202
Facsimile #: (303) 295-6973
Attention: Legal Department

To Customer: Magumpus, Inc.
993 Union Avenue, Suite 4
Bronx, New York 10459
Phone #: (917) 495-9742
Facsimile #: (718) 378-1036
E-mail: jagosto@magumpus.com
Attention: Jonathan Agosto, President

With copy to: Qwest Communications Corporation
1801 California Street, 33rd Floor
Denver, Colorado 80202
Phone #: (303) 992-1400
Facsimile #: (303) 308-5763
E-mail: wholesale.contracts@qwest.com
Attention: Wholesale Markets Contract Administration

APPLICABLE SERVICES:

Qwest agrees to offer and Customer agrees to purchase the Services indicated below:

Exhibit D ReQwest Switchless Reseller Service

The Qwest International Wholesale Services Agreement may be amended by the Parties from time to time in writing to include additional products and services.

QWEST WHOLESALE SERVICES AGREEMENT

THIS INTERNATIONAL WHOLESALE SERVICES AGREEMENT, together with the signature page, annexes, addenda and exhibits attached hereto from time to time by the Parties (collectively, the "Agreement") is entered into by and between Qwest and Customer.

GENERAL TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms used herein are defined in Addendum 1.

2. **Service Provisioning; Controlling Documents.**

2.1 Unless otherwise specified by applicable law or regulation, the Services provided by Qwest herein are not offered by Qwest as a common carrier, public utility or in an equivalent capacity. Qwest agrees to provide or cause to be provided those Services set forth in the Service Exhibits as further described in this Agreement; provided, however, U.S. federal law prohibits Qwest and its Affiliates from providing interLATA long distance services in following states of the United States: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming (i.e., voice and data services that originate in such states, private line with one end point in those states, or toll free service that terminates in such states)("In-Region interLATA Long Distance Services") until Qwest or, if applicable, an affiliate has obtained authorization to provide such services in those states.

2.2 Qwest will provide the Services or cause the Services to be provided directly to Customer in accordance with these terms and conditions and any Addendum and Service Exhibits attached hereto. Except for In-Region interLATA Long Distance Services, if, for regulatory or other reasons, Qwest does not provide some portion of the Services itself, Customer hereby authorizes Qwest to act as Customer's agent and sole contact with any third party which Qwest may designate in its sole discretion to provide any portion of the Services directly to Customer. In such an event, Qwest will present to Customer consolidated invoices for all portions of the Services and remit such payments as are appropriate to any other entity providing any portion of the Services. Customer agrees to direct all inquiries, issues and disputes regarding the Services solely to Qwest.

2.3 Each of the Services shall be provided pursuant to the terms and conditions of this Agreement. In the event of a conflict between the terms of any country-specific Annex appended hereto and these General Terms and Conditions, the country-specific Annex shall control. In the event of a conflict between a Service Exhibit and these General Terms and Conditions and/or a country-specific Annex, the Service Exhibit shall control. The terms of this Agreement, including any Annex or Service Exhibit, shall supercede any inconsistent terms and conditions contained in an Order Form.

2.4 Customer acknowledges and agrees that the Services shall be offered by Qwest or any third party pursuant to Sec. 2.2 above subject to (i) any applicable tariffs; (ii) compliance with all applicable laws and regulations; (iii) obtaining any domestic or foreign approvals and authorizations required or advisable; (iv) continued availability of any of the Services in any jurisdiction, country or to any location; and (iv) continued availability of access lines in any particular jurisdiction, country or location. Customer acknowledges and agrees that Qwest may elect not to offer the Services in or to any particular jurisdiction, location or country, or may block Services to or from any particular jurisdiction, location or country if Qwest determines, in its sole discretion, that the continuation of such Service is not permitted or advisable. Further, Qwest's provision of the Services to Customer and the availability of the associated pricing as set forth herein is subject to availability of required facilities.

3. **Revenue and Utilization Requirements.** All term commitments and utilization requirements, if any, applicable to the Services are set forth in the Service Exhibits. There is no minimum monthly revenue commitment associated with the Services.

4. **Financial Terms.**

Services, Rates and Terms

4.1 Each attached Service Exhibit specifies the description, rates, charges, discounts, and other terms applicable to the Services¹. The rates² do not include Taxes, access or access related charges, or CPE. All Service order requests or cancellations require Customer's completion and Qwest's acceptance of the Order Form. Unless otherwise set forth in a Service Exhibit or on an accepted Order Form, Customer is solely responsible for coordination of all local access and, in any event, shall be solely responsible for any costs associated with such access, including, without limitation, any early termination fees associated with any Service provisioned hereunder.

Taxes, Fees, and other Governmental Impositions

4.2 Each Party acknowledges and agrees that the rates and charges for the Services provided hereunder do not include certain Taxes which are additional and the obligation of the Customer (whether such Taxes are assessed by a governmental authority directly upon Qwest or the Customer). Such Taxes shall be separately set forth on the invoices and shall be paid by the Customer at the same time as all other charges set forth on the invoices. If the Customer believes that it should be exempt from the application and collection of certain Taxes, it shall provide Qwest with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to Qwest that neither Qwest nor the Customer is subject to such Taxes. Qwest shall not be required to issue any exemption, credit or refund of any Tax payment for usage prior to the Customer's submission of such acceptable Tax exemption evidence. Customer shall protect, indemnify and hold Qwest harmless from and against any Taxes imposed by any governmental authority on or with respect to the Services furnished pursuant to this Agreement, including any interest and/or penalties related thereto.

4.3 All payments due hereunder shall be made free and clear without deduction or withholding for, any and all present and future Taxes. In the event that any payment to be made to Qwest hereunder should be subject to any reduction by reason of a required deduction or withholding of any Tax, the Customer agrees to pay Qwest such further amounts as would have been necessary so that the aggregate net amount received by Qwest after deduction or withholding of any Taxes, shall be the same amount as would have been received by Qwest if there had been no requirement to deduct or withhold any Taxes.

¹ If Customer is an existing wholesale customer of Qwest, then: (a) the rates and discounts, if any, set forth in each Service Exhibit attached to this Agreement will be effective as of: (i) the date Customer signs the Agreement provided that it is returned to Qwest on or before the tenth (10th) business day preceding the close of Customer's existing billing cycle (the "Due Date"); or (ii) if returned to Qwest after the Due Date, the first (1st) day of the next full billing cycle applicable to the Services provisioned thereunder after the date on which the Agreement/Amendment is fully executed by all Parties; and (b) the terms and conditions of such Service Exhibits contemplated by this Agreement are only for Service outside the foregoing fourteen state region set forth in Section 2.1 of this Agreement.

² Since certain international voice rates are subject to change on five (5) days notice, Customer acknowledges that, until this Agreement is returned to Qwest, those international voice rates as set forth in a Service Exhibit may change and that, once this Agreement is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international voice rates shall be made pursuant to the rate change process provided for in each Service Exhibit.

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4.4 Each Party shall be solely responsible for all taxes on its own business, the measure of which is its own net income or net worth and shall be responsible for any related tax filings, payment, protest, audit and litigation. Each Party shall be solely responsible for the billing, collection and proper remittance of all applicable Taxes relating to its own services provided to its own customers.

4.5 In the event a Tax is assessed against Qwest that is solely the responsibility of Customer and Customer desires to protest assessment, Customer shall submit to Qwest a statement of the issues and arguments requesting that Qwest grant Customer the authority to prosecute the protest in Qwest's name. Qwest's authorization shall not be unreasonably withheld. Customer shall finance, manage, control and determine the strategy for such protest keeping Qwest informed of the proceedings. However, the authorization shall be periodically reviewed by Qwest to determine any adverse impact on Qwest, and Qwest reserves the right to withdraw such authority at any time. Upon notice by Qwest that it is withdrawing such authority, Customer shall expeditiously terminate all proceedings.

4.6 In the event a Tax which is the responsibility of Customer pursuant to this Agreement is assessed against Qwest as part of a larger assessment against Qwest (a "Common Imposition"), Qwest shall give Customer written notice of the assessment. Customer shall timely respond to Qwest as to whether it desires to protest such assessment. All joint protests shall be financed in proportion to each Party's respective share of the protested amount, and any reduction in the Common Imposition shall be shared in the same ratio. All protests of Common Impositions shall be controlled and managed by Qwest with consideration given to the input by Customer. In the event either Party chooses not to participate in a protest of a Common Imposition, such Party shall timely notify the other Party of such decision. Thereafter, if the Party desiring to protest chooses to proceed, such Party shall be solely responsible for financing, controlling, managing, and determining the strategy of the protest. All reductions from the protest shall accrue to the benefit of the Party financing such protest. If Qwest is the non-participating Party in a protest of a Common Imposition, Customer shall submit to Qwest a statement of the issues and arguments requesting that Qwest grant Customer the authority to prosecute the protest in Qwest's name. Qwest's authorization shall not be unreasonably withheld, however, Qwest reserves the right to withdraw such authority at any time. Upon notice by Qwest that it is withdrawing such authority, Customer shall expeditiously terminate all proceedings. Customer shall finance, manage, control and determine the strategy for such protest keeping Qwest informed of the proceedings.

5. **Use of Name and Marks.** Neither Party shall use any trademark, service mark, brand name, copyright, patent, or any other intellectual property of the other Party or its respective Affiliates without the other Party's prior written consent and in the case of Qwest, with the prior written consent of Qwest's Chief Marketing Officer or his designee. Qwest's name and the names of its Affiliates are proprietary and nothing herein constitutes a license authorizing their use, and in no event shall Customer attempt to sell service to its End Users using the name of Qwest or its Affiliates. In addition, Customer shall not state to End Users or prospective End Users: (i) that they will be Qwest customers or that they may obtain Qwest service from Customer; or (ii) that Customer has any relationship with Qwest other than an agreement to purchase Services on a wholesale basis. Since a breach of this material obligation may cause irreparable harm for which monetary damages may be inadequate, in addition to other available remedies, the non-breaching Party may seek injunctive relief for any disclosure in violation hereof.

6. **Financial Responsibility, Payment and Security.**

6.1 **Payment Obligation.** Unless otherwise set forth in Addendum 2 (if attached) to this Agreement, Qwest will invoice Customer monthly for all Services. All invoiced amounts shall be paid via wire transfer to:

National City Bank, Louisville, Kentucky, United States, ABA #083000056, To Qwest DDA #354075341. Amounts not paid in full by the Due Date will be considered past due and subject to an interest charge commencing from the Past Due Date at the lesser rate of one percent (1%) per month or the maximum rate allowable by applicable law. If Customer fails to pay or dispute any invoice as provided for herein by the Due Date, in addition to its termination rights under Section 8.1, Qwest may with notice: (i) refuse to accept additional Order Forms; (ii) temporarily suspend any and all Services until Customer has paid all past due amounts (including interest); and/or (iii) offset such unpaid balances from any amounts that Qwest owes to Customer under any other agreement(s) between the Parties. During any period of suspension, no Service interruption shall be deemed to occur.

6.2 **Currency.** Unless specified to the contrary in a Service Exhibit, Qwest shall state all invoices in U.S. dollars, and Customer shall deliver all payments to Qwest in U.S. dollars.

6.3 **Billing Disputes.** All Bona Fide Disputes along with Complete Documentation must be submitted in writing and submitted with payment of all amounts due (any such withholding not to exceed twenty percent (20%) of the total invoiced amount), or, alternatively, if Customer has already paid its invoice, Customer shall have sixty (60) calendar days from invoice date to give notice of a Bona Fide Dispute regarding such invoice, and Complete Documentation thereof, otherwise such invoice will be deemed correct. Notification and Complete Documentation of a Bona Fide Dispute must be sent to: Qwest, 555 17th Street, 3rd Floor, Denver, Colorado 80202, United States, Attn: Wholesale Receivables Department or by facsimile to 1-303-992-1101, or if dialing from outside the U.S. 001-303-992-1101, with duplicate notification to follow via overnight delivery. An amount will not be considered "in dispute" until Customer has provided Qwest with written notification and Complete Documentation of the Bona Fide Dispute, and the Parties will promptly address and attempt to resolve the claim. Qwest, in its discretion exercised in good faith, may request additional supporting documentation or reject Customer's Bona Fide Dispute as inadequate. If Qwest rejects such Bona Fide Dispute, Qwest will so notify Customer and Customer shall pay the withheld portion of the invoice within five (5) business days of such notice, unless such payment obligation is suspended thereafter by operation of Section 21.2. If Qwest determines that the Customer is entitled to credits or adjustments for Service outages pursuant to provisions of applicable Service Exhibits then Qwest will credit Customer's invoice for such amount on the next appropriate billing cycle.

6.4 **Security.** The provision of Services is contingent upon the continuing credit approval by Qwest, Customer's compliance with the security provisions set forth in this paragraph, and, if attached, those additional "Security Terms and Conditions" set forth in Addendum 2 to the Agreement. To secure payment for Services provided by Qwest, Customer hereby grants to Qwest a security interest and continuing lien upon all of Customer's accounts receivable, accounts (customer base), negotiable instruments, contract rights, general intangibles and chattel paper (each as defined in the U.S. Uniform Commercial Code) in which Customer has any interest now owned or hereafter acquired; and the products, proceeds and substitutions of all the foregoing, including but not limited to insurance proceeds (collectively, the "Collateral"). Customer hereby appoints Qwest as its attorney-in-fact to sign on its behalf any and all financing statements and continuation statements as Qwest may require for purposes of perfecting and continuing the perfection of each security interest in the Collateral. At any time during the Term, Qwest may require a deposit or other acceptable form of security if it reasonably deems itself insecure with respect to Customer's ability to pay (e.g., if Customer has failed to pay any invoice when due, Customer has a Change of Control, or if there is a material change in circumstances of Customer's actual or anticipated usage hereunder or Customer's financial condition). In addition, if requested by Qwest, Customer agrees to provide, within ten (10) calendar days of Qwest's request, appropriate financial records to

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evaluate Customer's continuing ability to pay. In addition to its termination rights under Section 8.1, Qwest may, with notice, suspend the Services if Customer fails to comply with these security obligations. During any period of suspension, no service interruption shall be deemed to occur. Upon a default by Customer not cured in a timely manner, Qwest shall have the right to offset against any security instruments any amounts owed to Qwest by Customer and shall remit the balance to Customer without interest, unless obligated by law to do so.

7. **Term.** This Agreement shall be effective as of the Effective Date and continue for twelve (12) months (the "Initial Term"). After the expiration of the Initial Term, this Agreement will continue on a month-to-month basis unless terminated by either Party on thirty (30) calendar days prior written notice (the Initial Term and any month-to-month extensions hereof shall be collectively referred to as the "Term").

8. **Termination.**

8.1 **Termination by Qwest.** Qwest may terminate this Agreement immediately and without notice: (a) if Customer is or becomes Insolvent; or (b) for Cause. If Qwest terminates this Agreement for any of the aforementioned reasons, Customer shall be obligated to pay the following: (i) any early termination fees due under any Service Exhibit; (ii) any charges accrued but unpaid as of the termination date; and (iii) in the event that Customer has Monthly Revenue Commitment, a revenue shortfall charge (which Customer agrees is reasonable) equal to the Monthly Revenue Commitment multiplied by the number of months remaining in the Initial Term on the date of such termination..

8.2 **Termination by Customer.** Customer may terminate a Service Exhibit for Cause, or if Cause exists to terminate all or substantially all of the Services, then Customer may terminate the Agreement in its entirety. If Customer terminates this Agreement for Cause, Customer shall only be liable for charges accrued but unpaid as of the termination date. If Customer terminates this Agreement prior to the conclusion of the Initial Term for reasons other than Cause, Customer shall be obligated to pay the following: (i) any early termination fees due under any Service Exhibit; (ii) any charges accrued but unpaid as of the termination date; and (iii) in the event that Customer has Monthly Revenue Commitment, a revenue shortfall charge (which Customer agrees is reasonable) equal to the Monthly Revenue Commitment multiplied by the number of months remaining in the Initial Term on the date of such termination.

9. **Limitation of Liability and Disclaimer of Warranties.**

WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, RELIANCE, COVERTYPE, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. QWEST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. QWEST SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOTWITHSTANDING THE FOREGOING, QWEST'S TOTAL LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE LESSER OF: (I) CUSTOMER'S PROVEN DIRECT DAMAGES; OR (II) THE AGGREGATE AMOUNT

OF ANY APPLICABLE OUTAGE CREDITS DUE UNDER THE SERVICE EXHIBIT FOR THE AFFECTED SERVICE. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Customer acknowledges and accepts the reasonableness of the foregoing disclaimer and limitations of liability. No cause of action under any theory which accrued more than one (1) year prior to the institution of a legal proceeding alleging such cause of action may be asserted by either Party against the other. For purposes of this Section 9, all references to Customer include its respective Affiliates, End Users, agents, officers, directors, shareholders and employees.

10. **Relationship.** Except to the limited extent provided in Section 2.2, (i) neither Party shall have the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other and (ii) the relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise.

11. **Assignment or Sale.** This Agreement shall be binding upon Customer and its respective Affiliates, successors, and assigns. Customer shall not assign, sell or transfer this Agreement or any of its rights or obligations hereunder, including the right to receive the Services, whether by operation of law or otherwise, without the prior written consent of Qwest, which consent will not be unreasonably withheld or delayed. Any attempted assignment in violation hereof shall be null and void and shall be deemed a material breach of this agreement.

12. **Reporting Requirements.** If reporting obligations or requirements are imposed upon Qwest by any third party or regulatory agency in connection with either this Agreement or the Services, including use of the Services by Customer or its End Users, Customer agrees to assist Qwest in complying with such obligations and requirements, as reasonably required by Qwest and to hold Qwest harmless for any failure by Customer in this regard.

13. **Customer's Resale and End User Responsibilities.**

13.1 Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority for its use and operation of the Services and the provision of Services to its End Users. In connection with its resale of the Services, Customer is solely responsible for all billing, billing adjustments/credits, customer service, creditworthiness and other service-related requirements of its End Users, and Qwest shall have no liability to Customer's End Users under this Agreement. Customer's payment obligations hereunder are not contingent upon Customer's ability to collect payments or charges from its End Users, Affiliates, agents, brokers or re-sellers.

13.2 Qwest may suspend any or all of the Services immediately and/or terminate the Agreement pursuant to Section 8.1 if: (a) Customer fails to comply with any applicable foreign, federal, state or local law or regulation applicable to Customer's resale of the Services; or (b) Customer or its End Users commit any illegal acts relating to the subject matter of this Agreement. Customer shall: (i) be liable to Qwest for any damages caused by any intentional or illegal acts of Customer, (e.g., slamming) in connection with its use or resale of the Services; and (ii) indemnify, defend and hold harmless Qwest from and against any third party (including End Users') claims, actions, damages, liabilities, costs, judgments or expenses (including attorney fees) arising out of or relating to Customer's or End User's use, resale or modification of the Services.

14. **Survival.** The expiration or termination of this Agreement shall not relieve either Party of those obligations that by their nature are intended to survive.

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15. **Nondisclosure/Publicity.** Neither Party shall disclose to any third party during the Term of this Agreement and for one (1) year following the expiration or termination hereof, any of the terms of this Agreement, including pricing, or other Proprietary Information of the other Party, unless such disclosure is required by any state or federal governmental agency, is otherwise required to be disclosed by law, or is necessary in any proceeding establishing rights or obligations under this Agreement. No publicity regarding the existence and/or terms of this Agreement may occur without Qwest's prior express written consent, and such written consent, if granted, may be granted only by Qwest's Senior Vice President of Corporate Communications. The content and timing of any press releases and all other publicity regarding the subject matter of this Agreement or Customer's relationship with Qwest, if authorized, shall be mutually agreed upon by the parties in advance. Notwithstanding anything to the contrary, Customer may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between Customer and Qwest, without Qwest's prior written consent. In addition, both Parties shall comply with the provisions contained in Section 5 of this Agreement. Qwest shall have the right to terminate this Agreement and any other agreements between the parties if Customer violates this provision.

16. **Waiver.** The terms, representations and warranties of this Agreement may only be waived by a written instrument executed by the Party waiving compliance. Except as otherwise provided for herein, neither Party's failure, at any time, to enforce any right or remedy available to it under this Agreement shall be construed as a continuing waiver of such right or a waiver of any other provision hereunder.

17. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

18. **Notices.** Except as otherwise provided herein, all required notices shall be in writing, transmitted to the Parties' addresses specified in the signature page or such other addresses as may be specified by written notice, and will be considered given either: (i) when delivered by facsimile or e-mail, so long as duplicate notification is sent via regular U.S. Mail or overnight delivery within a reasonable time thereafter; (ii) when delivered in person to the recipient named on the signature page; (iii) when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (iv) when delivered to an overnight courier service.

19. **Force Majeure/System Maintenance.** Neither Party shall be liable to the other for any delay or failure in performance of any part of this Agreement if such delay or failure is caused by a Force Majeure Event. The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation of such Force Majeure Event. Qwest will use reasonable efforts during the Term of this Agreement to minimize any Service interruptions that might occur as a result of planned system maintenance required to provision the Services.

20. **Governing Law.** This Agreement will be governed by, enforced and construed in accordance with the laws of the State of New York without regard to its choice of law principles, except and to the extent that (a) the United States Communications Act of 1934, as amended and interpreted by the United States FCC, or (b) the telecommunications regulatory law of another national jurisdiction, applies to this Agreement. Qwest reserves the right to suspend, modify or terminate any Service without liability where: (i) Regulatory Activity prohibits, restricts or otherwise prevents Qwest from furnishing such Service; or (ii) any material rate, charge or term of such Service is

substantially changed by a legitimate regulatory body, governmental authority, or by order of the highest court of competent jurisdiction to which the matter is appealed.

21. **Arbitration of Disputes.**

21.1 Any unresolved disputes, controversy or claims arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, will be finally settled by binding arbitration at the office of the AAA located in Denver, Colorado, United States. The arbitration will be held in accordance with the AAA Rules, as amended by this Agreement, which rules are hereby incorporated by reference into this Section. Either Party may initiate arbitration by providing written demand for arbitration (with a copy to the other Party), a copy of this Agreement and the administrative fee required by the AAA Rules to the AAA in Denver, Colorado, United States. The remaining cost of the arbitration, including arbitrator's fees, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The tribunal shall consist of three arbitrators. One arbitrator will be appointed in accordance with the AAA Rules within thirty (30) calendar days of the submission of the demand for arbitration. The Parties agree to undertake all reasonable steps to expedite the arbitration process. All negotiations connected with the arbitration shall be conducted in complete confidence, and the Parties undertake not to divulge details of such negotiations except to their professional advisors who shall also be subject to such confidentiality and shall be without prejudice to the rights of the Parties in any future proceedings. The arbitrator shall designate the time and place in Denver, Colorado, United States for the hearing within thirty (30) calendar days of his or her appointment. Qwest and the Customer agree that the arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, the USAA, the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes, the Communications Act of 1934, as amended, and any other applicable law. The arbitrator shall not be able to award, nor shall any Party be entitled to receive punitive, incidental, consequential, exemplary, reliance or special damages, including damages for lost profits or any other damages not otherwise recoverable under this Agreement. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction.

21.2 If either Party notifies the other that it intends to request an arbitration proceeding, Customer shall promptly place all disputed and withheld amounts, if any, on an on-going basis with the Escrow Agent, pursuant to a mutually agreeable escrow agreement. Qwest reserves the right to suspend provisioning of the Services or terminate the Agreement pursuant to Section 8.1 if Customer fails to comply with the above escrow obligation.

22. **Headings.** The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.

23. **Authorization.** Customer represents and warrants that: (i) the full legal name of the legal entity intended to receive the benefits and Services under this Agreement is accurately set forth herein; (ii) the person signing this Agreement has been duly authorized to execute this Agreement on Customer's behalf; and (iii) the execution hereof is not in conflict with law, the terms of any charter, bylaw, articles of association, or any agreement to which Customer is bound or affected. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Qwest may assume that any employee of Customer who gives any written notice, Order Form, or other instruction in connection with this Agreement has the authority to do so.

24. **Third Party Beneficiaries.** The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable

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by, any third party (including, without limitation, Customer's Affiliates and End Users).

25. **Export Regulations.** The Parties acknowledge and agree that both (i) certain equipment, software and technical data which may be provided or utilized in connection with the furnishing of the Services hereunder; and (ii) the use of such services may be subject to export, re-export or import controls under the United States Export Administration Regulations or similar regulations of the United States or of any other country.

26. **Foreign Corrupt Practices Act.** Notwithstanding anything to the contrary herein, the Parties each hereby acknowledge and agree that certain laws of the United States, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq., prohibit any person subject to the jurisdiction of the United States from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. The Parties each hereby represents and warrants that, in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment.

27. **Entire Agreement.** This Agreement, together with all Addenda and Service Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to or with Customer by Qwest or any predecessors-in-interest, whether oral or written, relating to the subject matter hereof. All amendments to this Agreement shall be in writing and signed by the Parties.

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ADDENDUM 1 **DEFINITIONS:**

"AAA" means the American Arbitration Association.

"AAA Rules" means the commercial Arbitration Rules of the American Arbitration Association, as amended by this Agreement.

"Affiliate(s)" means: (i) any individual, corporation, partnership, limited liability company, limited liability partnership, practice, association, joint stock company, trust, unincorporated organization or other venture or business vehicle (each an "Entity") in which a Party owns a twenty percent (20%) or greater equity interest; or (ii) any Entity which, directly or indirectly, is in Control of, is Controlled by or is under common Control with a Party, as applicable, after applying the attribution rules of Section 318 of the U.S. Internal Revenue Code. In addition to the below definition of "Control" and for the purpose of this definition, "Control" of an Entity shall also include the power, directly or indirectly, whether or not exercised to vote fifty percent (50%) (or such lesser percentage as is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) or more of the securities or other interests having ordinary voting power for the election of directors or other managing authority of such Entity.

"Bona Fide Dispute" means a good faith assertion of a right, claim, billing adjustment or credit which Customer reasonably believes it is entitled to under the Agreement. A Bona Fide Dispute shall not include, and Customer may not withhold any amounts invoiced for, actual calls made by Customer, Customer's End Users or unauthorized third parties (e.g., fraudulent calls).

"Cause" means the failure of a Party to perform a material obligation under this Agreement which failure is not remedied, if curable: (a) in the event of a payment or security default, upon five (5) calendar days written notice, or (b) in the event of any other general default, upon thirty (30) calendar days written notice (unless a shorter notice period is expressly set forth in the Agreement, in which case the shorter notice period shall apply).

"Change of Control" shall be deemed to have occurred with respect to Customer if: (a) any entity having previously Controlled (as hereinafter defined) Customer, ceases to do so; (b) any entity acquires Control of Customer (whether by reason of acquisition, merger, reorganization, operation of law or otherwise); or (c) all, or substantially all, of the assets of Customer or an entity that Controls Customer are acquired (whether by reason of acquisition, merger, reorganization, operation of law or otherwise) by, or combined by merger with, any other entity. A Change of Control shall not include any assignment permitted under this Agreement pursuant to Section 11.

"Complete Documentation" means documentation and other detailed written support which identifies with specificity the basis and the charges which are subject to the Bona Fide Dispute, the Service interruption credit or other credit to which Customer reasonably believes itself entitled, and the amounts being withheld by Customer pending resolution of such Bona Fide Dispute.

"Contributory Charges" means recurring charges, usage charges and other qualifying charges applicable to the Contributory Services accruing to Customer's account under this Agreement, before application of all eligible discounts and excluding all Taxes, non-recurring charges, fees, CPE charges, issued credits, uncollectable Customer charges, pass-through charges, installation charges, local access and access-related charges, and any other charges expressly excluded in the applicable Service Exhibits.

"Contributory Services" means all of the following services: (i) Domestic Qwest Express Originating and Terminating Usage; (ii)

Qwest Express International Terminating Usage (including Canadian and Mexican); (iii) Qwest Express Directory Assistance Usage; (iv) Qwest Express Canadian Origination Service; (v) ReQwest Switchless Reseller Services; (vi) all eligible Dedicated Internet Access Monthly Recurring Charges ("MRCs"); and (vii) all other eligible Dedicated Facilities MRCs (e.g., Frame Relay, Private Line, and ATM Services).

"Control" (and "Controls," "Controlling," "Controlled by" and "under common Control with" shall be construed accordingly) as applied to any Party means the possession directly or indirectly of the power to direct or cause the direction or the management and policies of that Party, whether through the ownership of voting securities, partnership or equity, by contract or otherwise. Where any two parties together satisfy any of this definition, they shall be deemed to have Control. For purposes of this definition, there shall be attributed to any Party rights and powers of a nominee for it (that is to say, any rights or powers that another Party possesses on its behalf or may be required to exercise on its direction or behalf).

"CPE" means Customer premise equipment, software and/or other materials associated with the Service.

"Customer" means the customer identified in the signature page that executed this Agreement as "Customer".

"Due Date" means ten (10) calendar days from the invoice date.

"End User(s)" mean Customer's end-users or customers.

"Effective Date" means the date on which the Agreement is fully executed by all Parties.

"Escrow Agent" means, unless specified otherwise in a country-specific annex appended hereto, Wells Fargo Bank West, National Association, located at 1740 Broadway, Denver, Colorado 80274, United States, telephone number 1-303-863-6247, or as otherwise indicated by Qwest to Customer in writing.

"FCC" means the Federal Communications Commission.

"Force Majeure Event" means an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a Party, including without limitation: act of God; fire; flood; labor strike; sabotage; fiber cut; material shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder.

"Insolvent" means the occurrence of any of the following events, whereby Customer (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

"Order Form" means Service order request forms issued by Qwest, as amended from time to time.

"Parties" means collectively Qwest and Customer.

"Party" means either Qwest or Customer.

"Past Due Date" means the first calendar day following the Due Date.

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"Proprietary Information" means written information that is either: (a) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential/proprietary, or (b) not marked or notified as confidential/proprietary, but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information.

"Qwest" means the entity identified in the signature page that executed this Agreement as "Qwest".

"Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

"Service(s)" means the Qwest services provided pursuant to any Service Exhibit attached hereto.

"Service Exhibits" means those service descriptions and rate schedules attached hereto as an exhibit, pursuant to which Qwest shall provide or cause to be provided acting as Customer's agent, and Customer shall purchase the applicable Services.

"Tax" or "Taxes" mean(s) any and all applicable national, federal, state and local taxes, including, without limitation, all use, sales, value-added, goods and services, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges whether charged to or against the Customer, with respect to the supply of the Services or underlying facilities provided by a Party under this Agreement, as well as any other imposition by any governmental authority which has the effect of increasing Qwest's cost of providing the Services or the underlying facilities

"USAA" means the United States Arbitration Act.

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1.0 DISCOUNT OPTIONS.

Customer has selected the following discount option:

| | |
|------------|---|
| <u>XX</u> | Option A: Standard Revenue Discount Option; or |
| <u>N/A</u> | Option B: Committed Revenue Discount Option |

2.0 SERVICE PROVISIONING AND RATES.

Qwest agrees to provide the ReQwest Switchless Reseller Services set forth in this Exhibit, in accordance with the Agreement and subject to the terms and conditions set forth in this Exhibit. Federal law prohibits Qwest from providing the Services set forth in this Exhibit in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming (i.e., voice and data services that originate in such states, private line with one end point in those states, or toll free service that terminates in such states) until Qwest has obtained authorization to provide such services in those states.

The ReQwest Blended Switchless Reseller Services offered by Qwest hereunder are offered for Customer resale either through Switched Service or through End User Dedicated Access Line (DAL) Service as defined herein. For purposes of this Exhibit, "End User DAL Service" shall mean a dedicated service to a single end-user's PBX, Key System or Centrex that contains traffic from that single end user. Customer shall not use End User DAL Service to aggregate traffic from multiple end-users. For the purposes of this Exhibit, "Carrier DAL Service" shall mean a dedicated service that is connected to a switching platform and has the ability to aggregate traffic from multiple end-users. Carrier DAL Service shall be provided pursuant to the appropriate Qwest Carrier Exhibit.

Domestic interstate rates are per state and are for domestic, nation-wide calling. Domestic intrastate rates are per state and are for state-wide termination within the same state. For the purposes of determining each call's jurisdiction, the originating and terminating information present in the call stream will be evaluated as set forth below.

(i) Switched Service

For the purposes of determining the jurisdiction of each outbound call (interstate or intrastate), Qwest will use the originating state, determined by the origination (i.e. calling party number, originating ANI, etc.) information present in the call stream. For the purposes of determining the jurisdiction of each toll-free inbound call (interstate or intrastate), Qwest will use the terminating state, determined by the termination (i.e. called party number, terminating ANI, etc.) information present in the call stream.

(ii) End User Dedicated Access Line (DAL) Service

For the purposes of determining the jurisdiction of each End User DAL call (interstate or intrastate), Qwest will utilize DAL information to determine originating location and call stream data (i.e. called party number, terminating ANI, etc.) to determine terminating location.

Customer shall not direct any Carrier DAL traffic over an End User DAL account. Should Qwest determine, in its sole discretion, that Customer is using End User DAL for Carrier DAL Service, Qwest shall bill all calls at intrastate rates as set forth in the attached Exhibits.

2.1 Domestic rates set forth in the pricing exhibits to this Service Exhibit D1 are shown in terms of full minutes and are billed in six (6) second increments. Qwest reserves the right to charge all short duration calls (i.e., calls under 6 seconds in length) a minimum of one-cent (\$0.01) per answered call. The rates set forth in any rate exhibits appended to this Service Exhibit D1 are before discount. Discounts, if any, are set forth in Section 24. All Domestic rates, charges, and rate classification criteria are subject to change upon thirty (30) calendar days written notice to Customer unless otherwise specified.

2.2 International termination rates are per country and are for country/city -code wide termination. International termination rates, with the exception of Mexico, are shown in terms of full minutes and are billed in six (6) second increments, with an initial thirty (30) second increment. Mexico calls are billed in full minute, (sixty (60) second) increments. International rates and charges are subject to change upon five (5) calendar days notice. Service availability is subject to the availability of facilities to and in the particular countries.

Directory Assistance calls are billed on a per-call basis. International Toll Free Service ("ITFS") and Universal International Freephone Number ("UIFN") rates are shown in terms of a rate per minute and are billed in six (6) second increments, with an initial thirty (30) second increment. All ITFS and UIFN calls must originate from points outside of the United States. Calling Card rate billing increments vary by originating and terminating points of the call. Directory Assistance, ITFS, UIFN and Calling Card rates are set forth in Exhibit D2.

Rate decreases, if any, in Qwest's sole discretion, shall be effective immediately upon written notification to Customer or upon an effective date set forth by Qwest in such notification. All rates are subject to change immediately, with no prior notice to Customer, in the event there are mandated surcharges imposed by a federal, state or governmental agency. Further, in the event of Regulatory Activity, Qwest reserves the right, at any time upon written notice, to: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or (ii) modify the rates, including any rate

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guarantees, and/or other terms and conditions contained in the Agreement to reflect the impact of such Regulatory Activity. Qwest may adjust its rates or charges, or impose additional rates and charges, in order to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to others.

3.0 ADDITIONAL TERMINATION RIGHTS.

3.1 Discount Option A Additional Termination Rights. If Customer has selected Discount Option A, then in addition to the termination rights set forth in the Agreement, Customer may terminate this Exhibit D1 without liability (other than for charges accrued but unpaid as of the termination date) upon thirty (30) calendar days prior written notice.

3.2 Discount Option B Additional Termination Rights. If Customer has selected Discount Option B, then in addition to the termination rights set forth in the Agreement, Customer may terminate this Exhibit D1 without liability (other than for charges accrued but unpaid as of the termination date) upon thirty (30) calendar days prior written notice if:

- (i) Customer has: (x) satisfied the Revenue Commitment in full; and (y) met more than half of its Initial Term requirement; or
- (ii) the Services provisioned under this Exhibit D1 are the subject of service outages or interruptions accumulating one hundred twenty (120) hours or more over any period of one hundred eighty (180) consecutive calendar days.

4.0 RBOC-ITC SURCHARGE

The rates agreed to by Qwest under this Exhibit D1 are based upon the condition that Customer will originate at least 85% of Customer's total switched domestic usage of the Exhibit D1 Service from ANIs owned and operated by a Regional Bell Operating Company ("RBOC") and subject to such RBOC's tariffed access charges. Qwest will apply a surcharge of \$0.04 per minute of use to the number of minutes by which Customer's Non-RBOC originations exceed 15% of Customer's total usage of the Exhibit D1 Services. For the purposes of automating the billing of the surcharge, the OCN number of the originating carrier will be used. OCN numbers of 9000 and above are classified as "RBOC" and OCN numbers less than 9000 are classified as "ITC," or Non-RBOC.

5.0 ROUNDING.

Currently, the ReQwest Switchless Reseller Service utilizes "bulk rounding." For the purposes of this Exhibit D1, bulk rounding is defined as carrying over the 3^d and 4th place amounts of a call charge to the next call, and continuing to do so until one full cent (\$0.01) is accrued. When this has occurred, the cent is applied to the next call. In addition, the ReQwest Switchless Reseller Service employs whole call rounding, which means that all calls are rounded only once, as opposed to once for each element (e.g., initial and incremental).

6.0 SWITCHED SERVICES PROVISIONING.

If necessary to provision the Qwest Exhibit D1 Services to Customer, Qwest will install properly provided orders of Customer into the Qwest billing system. Such installation shall be within a reasonable time, in accordance with Qwest's standard policies and procedures, and after receipt of such order in an accurate manner by Qwest from Customer. Such installation may be by direct data transfer from Customer into the Qwest system or may be by manual installation. In the normal course of its business, Qwest will notify the Local Exchange Carrier ("LEC") of all ANI orders that have been installed into the Qwest billing system. No orders may be added to Qwest's billing system without a PIC request to the LEC. Qwest will assume no responsibility for the maintenance or tracking of ANIs or requests that do not include a PIC request.

The customer understands and agrees that the successful activation of orders in Qwest's billing and provisioning systems is contingent upon the completeness and accuracy of the information provided to Qwest with these orders. If this information is not complete or accurate, the order will be returned to Customer for correction and resubmission to Qwest. If the records of the LEC and those supplied to Qwest by Customer do not coincide in every respect, the LEC may reject the order installation from Qwest. In such event, the request will be returned to Qwest for correction and resubmission. If the End User has converted to Qwest service by the LEC for another reason, the End User will be billed by the LEC for any use of Qwest telecommunications services, the End User will receive Qwest Services at Qwest standard program rates, and Qwest will receive all such revenue from any use of the Qwest Services.

As Customer performs its own End User order entry into Qwest's billing system (the "Order Entry"), Customer acknowledges that Qwest may audit, at any time, Customer's ANIs present in Qwest's billing system to verify the accurate billing of the Exhibit D1 Services provided to Customer based upon such Order Entry. Customer agrees that it shall be responsible for all charges for Exhibit D1 Services usage that result from Customer's Order Entry, even if not correctly entered. Customer further acknowledges and agrees that Qwest is entitled to correct any incorrect billing resulting from Customer's incorrect Order Entry and, notwithstanding anything to the contrary in the Agreement limiting Qwest's right to backbill any amounts, to bill Customer for any amounts that were not billed due to Customer's Order Entry error ("Backbill"). Customer agrees to pay any such Backbill amounts. Customer agrees that Qwest shall be entitled to correct any Customer Order Entry Qwest has found to be incorrect and shall notify Customer of any such corrections.

If the LEC, for whatever reason, has not designated Qwest as each End User's PIC, the End User will be billed in accordance with the records of the LEC. Each Party will use reasonable efforts to notify the other Party of any rejection of order installation by the

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LEC. Customer is responsible for determining the correct information for reinstallation of the order. Customer understands that Qwest shall have no liability for any acts or omissions of LECs, including the making or failure to make PIC changes.

Orders for installation, change, block, and disconnection are to be transmitted to Qwest via a file format, determined and managed by Qwest, or via Remote Control's interactive order entry system or Qwest's then existing system. Qwest makes no guarantee to Customer of the existence of any particular provisioning, order or management system. If Customer elects to utilize certain interactive order systems then available by Qwest, Customer may be required to execute other agreements, including without limitation, software license agreements, related to the use of such systems. Included in these orders must be all information necessary to properly load the order into Qwest's billing system and to provision the order with a third party, such as the LEC.

7.0 PIC AUTHORIZATIONS.

Customer shall obtain a signed or verbal PIC authorization with true third party verification in accordance with then applicable and existing state and FCC guidelines for each ANI ordered by Customer. Upon an oral or written request by Qwest, Customer shall immediately produce a copy of the written or verbal authorization. Qwest reserves the right not to process or turn up ANIs until Customer has produced appropriate written or verbal authorizations requested by Qwest. If Customer does not comply with the request for PIC authorizations, Qwest reserves the right not to accept additional ANIs until Customer complies. If Customer elects to provide only direct dial (or so-called "1+") services, and Qwest will act as the interexchange carrier ("IXC") for operator-assisted (or so-called "0+") traffic generated by Customer's End Users, Customer acknowledges that Qwest shall be the primary carrier for 0+ operator assisted intraLATA and interLATA long distance services. Customer agrees to inform its End Users of the foregoing.

In the event a LEC or any regulatory entity rejects an ANI and assesses Qwest any charge, fine, forfeiture, or fee for improper or inadequate PIC authorizations relating to Customer's service, Customer shall promptly reimburse Qwest for all such charges. Qwest agrees to pass through at cost any such charge, fine, forfeiture, or fee for improper or inadequate PIC authorizations imposed by the LEC or any regulatory agency relating to Customer's Service without additional administrative markup (the "Improper PIC Fee"). If, however, fifteen percent (15%) or more of the total ANIs in any individual batch of submitted ANIs are rejected, a Qwest management fee of twenty-five dollars (\$25.00) per ANI improperly ordered by Customer (the "Improper PIC Administration Fee") will be assessed in addition to the Improper PIC Fee.

Upon the request of Qwest, Customer shall promptly provide to Qwest or the LEC, at Customer's expense, any documentation required by the LEC regarding PIC selections or authorizations from Customer's End Users. In addition, Customer shall promptly and in good faith cooperate with Qwest and all LECs in investigating and attempting to resolve all PIC selection and authorization disputes ("PIC Disputes").

7.1 PIC DISPUTES

For any PIC Disputes submitted to Qwest by a LEC, Qwest will require Customer to provide proof of authorization (either a Third Party Verification (TPV) recording or a signed Letter of Agency (LOA)) within ten (10) calendar days from the date the dispute is alleged. If proof of authorization is not received by Qwest within ten (10) calendar days, Qwest will charge Customer a \$13.00 LEC invoicing fee and a \$25.00 Qwest administrative fee per ANI. Customer is responsible for reimbursing end user, Qwest, LEC or any combination thereof for any LEC switching fees and usage charges to the end-user .

If the number of PIC Disputes where authorization is not received by Qwest within ten (10) calendar days exceeds two percent (2%) of the total PIC Disputes alleged for all of Customer's related accounts during any calendar month, Qwest reserves the right to take the remedial measures set forth below . If Customer has more than one account with Qwest, the remedial measures will be taken simultaneously on each Customer account until such time as Customer's number of PIC Disputes without proof of authorization falls below two percent (2%) of all PIC Disputes alleged for all of Customer's accounts. Qwest's general remedial measures are as follows:

- (i) Customer will be sent warning letter the first month that Customer cannot provide adequate proof of authorization for more than two percent (2%) of all PIC Disputes during the relevant month.
- (ii) In the event that Customer cannot provide adequate proof of authorization for more than two percent (2%) of all PIC Disputes during the relevant month for two consecutive months, Customer will be sent a Phase I notification letter . During Phase I, in addition to Qwest's other rights and remedies hereunder, Qwest will disconnect Customer's automatic transfer options for a minimum period of three months. During this time, if an ANI that already exists in the Qwest Billing System is provisioned to Customer's account, the order will automatically reject as WTN Not Transferable. An LOA or TPV will need to be provided to Customer's Switched Account Manager in order to facilitate the manual transfer of this component. If an LOA/TPV is not provided, the component will not be provisioned to the Customer's account.
- (iii) In the event that Customer cannot provide adequate proof of authorization for more than two percent (2%) of all PIC Disputes during the relevant month for three consecutive months, Customer will be sent a Phase II notification letter. During Phase II, in addition to Qwest's other rights and remedies, the \$25.00 Qwest administrative fee will double each month until such time as Customer can provide adequate proof of authorization for more than ninety-eight percent (98%) of all PIC Disputes during the relevant month.
- (iv) In the event that Customer cannot provide adequate proof of authorization for more than two percent (2%) of all PIC Disputes during the relevant month for four consecutive months, Qwest will suspend Rebiller add ANI access in

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Remote Control until such time as Customer can provide adequate proof of authorization for more than ninety-eight percent (98%) of all PIC Disputes during the relevant month.

Notwithstanding the foregoing, nothing herein shall be construed to limit Qwest's ability to pursue any and all remedies available to Qwest under the Agreement, in law or in equity, with respect to PIC Disputes.

8.0 CANCELLATION, BLOCKING, AND DISCONNECTION OF SERVICE

Without affecting Customer's minimum usage, Revenue Commitment or other obligations herein, Customer may cancel, disconnect, or terminate a portion of the Exhibit D1 Services when Customer's End User has provided a new PIC authorization to another carrier. Customer shall be financially responsible for Exhibit D1 Service provided under this Exhibit until such time that the new PIC change is implemented.

9.0 TOLL FREE SERVICES PORTABILITY

Qwest will provide switched domestic toll free inbound services to End Users desiring to keep their then current toll free number provided that the End User signs a Letter of Agency designating Qwest as the Responsible Organization for the toll free number. Qwest will provide international toll free inbound service to End Users desiring to keep their then current toll free number provided that the End User signs a Letter of Agency designating Qwest as the Responsible Organization for the ITFS number and the country of origination is willing to port the existing originating number from the current carrier to Qwest. Exhibit D2 contains a list of countries that are willing to port ITFS numbers.

10.0 INTERNATIONAL TOLL FREE SERVICE (ITFS) AND UNIVERSAL INTERNATIONAL FREEPHONE NUMBER (UIFN)

Subject to the local PTT or other public or private agency assigning Customer an international toll-free number, Qwest will connect facilities to route international telecommunications traffic (IDDD type, but excluding intra-country calling) and will provision to provide service from various origination points of the world as specified in Exhibit D2. The ITFS Service will be a direct dial toll-free service originating from points beyond the United States.

UIFN is an option of ITFS, which enables an ITFS customer to be allocated a unique toll-free number, which may be accessed from multiple countries. The same number may be used from countries providing UIFN and from those countries with which Qwest has an express agreement for UIFN. The UIFN format is as follows: + 800 XXXXXXXX, where "+" indicates the International Access Code, "800" indicates the three digit country code for a global service application and "X" indicates the eight digit Global Subscriber Number. Since 800 as the country code is an integral part of the number, all calls must be dialed as international calls.

ITFS and UIFN calls are not considered to be contributory towards nor in receipt of the discount.

11.0 PICC, PAYPHONE COMPENSATION, AND OTHER REGULATORY REFORM RELATED SURCHARGES

As a result of regulatory reform, certain government subsidies and other government-imposed charges previously collected through local exchange access usage rates are assessed directly upon interexchange carriers on a per-line or per-call basis. The following flat rate charges may apply to Customer's total charges as a result, and Customer agrees to be responsible for paying for such fees. These charges will be itemized on the Customer's bill and are in addition to the Service rates described in Exhibit D2.

- (i) Payphone Compensation Surcharge: Qwest will assess a Payphone Compensation Surcharge as set forth in Exhibit C4, on all payphone originated calls terminating to Customer. Payphone Compensation Surcharges are in addition to the Service rates described in Exhibit C2 or other applicable exhibits.
- (ii) PICC (Primary Interexchange Carrier Charge): A fee per line pre-subscribed to Qwest that may vary as follows, depending upon line type. These charges are subject to change.

Residential:

Primary Residential Line \$0.00
Each Subsequent Residential Line \$0.00

Business:

Single Line Business \$0.00
Multi-Line Business \$1.50 (per Business Line)

12.0 OTHER ANCILLARY FEES

| | |
|--|---------|
| Monthly Electronic Billing Call Detail Delivery per disk/tape/CD ROM (In your choice of media including Magnetic Tape, CD ROM, or Diskette) | \$55.00 |
| PIC Processing Charge * | \$0.00 |
| Electronic Provisioning | \$0.00 |
| 8XX SMS Number Storage Charge per active number | \$0.70 |
| *Excluding the Improper PIC Fee | |

13.0 TOLL FREE DIRECTORY ASSISTANCE LISTING

At the Customer's written request, Qwest will provide a Toll Free Services Directory Assistance listing in the national database. Customer understands that this Service is ultimately provided by a third party, and subject to the policies and procedures set forth by this third party. The charges for this service are as follows:

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| | |
|--------------------------------|-------------------------------|
| Normal Set-Up Fee: | \$25 Non-Recurring Charge |
| Three Day Expedite Set-Up Fee: | \$35 Non-Recurring Charge |
| Change or Cancel Fee: | \$25 Non-Recurring Charge |
| Monthly Recurring Charge: | \$25 Monthly-Recurring Charge |

14.0 PROJECT ACCOUNT CODES (PAC).

Qwest will provide Project Account Codes for use with outbound and toll free inbound services to Customer at the following rates:

Outbound PAC (charges are per account):

| | |
|---|---------|
| Non-Verified PAC set up: | \$15.00 |
| Verified PAC set up: | \$15.00 |
| Non-Verified PAC Monthly Recurring Charges: | \$ 5.00 |
| Verified PAC Monthly Recurring Charges: | \$ 7.50 |

Toll Free PAC (charges are per toll free number):

| | |
|---|---------|
| Non-Verified PAC set up: | \$75.00 |
| Verified PAC set up: | \$75.00 |
| Non-Verified PAC Monthly Recurring Charges: | \$50.00 |
| Verified PAC Monthly Recurring Charges: | \$50.00 |

Customer agrees to be responsible for such charges and that such charges shall be due upon receipt in accordance with the payment terms and conditions under the Agreement.

15.0 CALLING CARD SERVICES.

Qwest Reseller Calling Card Service offers domestic-to-domestic, domestic-to-international and international origination calling card service from certain countries with the use of a fourteen digit authorization code, consisting of 10 digits plus a 4 digit PIN. Customer shall request the provision, and Qwest shall provide, the Reseller Calling Card Service, through and in accordance with the completion and submission of Qwest's Calling Card Order Form and order procedures in effect, as may be changed from time to time.

Qwest's Calling Card Service offers two options with respect to the branding of the platform: (i) Generic Calling Card Option; and (ii) Private-Labeled Calling Card Option. The Generic Calling Card service option allows the Customer to utilize the existing Wholesale generic platform access number. This option offers no branding on the platform or in the branding of Operator Services calls. The Wholesale customer is responsible for handling his own customer service calls. If the call is assisted by an operator, the operator will direct the end user to dial the customer service number of the Customer. The Private Label Calling Card service option offers branding in Customer's name for the greeting and closing platform scripts; the request of a Toll Free access number to the platform; branding of the Operator Services greeting in Customer's name; and routing of customer service calls to Customer's own customer service center. The Private Label Calling Card service option also allows Customer the ability to request a Toll Free access number to the platform with unbranded platform and Operator Services greeting and closings. For both Calling Card Service options, Customer is responsible for all calling card production, fulfillment, billing, collections, tariffing, and fraudulent use.

16.0 CUSTOMIZED GREETING AND CLOSING MESSAGES WITH PRIVATE-LABELED CALLING CARD SERVICES.

With the Private-Labeled Calling Card, the Customer will provide to Qwest a requested branded message for platform greeting and closing. These branded messages must be sent to Qwest's Account Management group on a diskette containing the two pre-recorded customized .wav files. The .wav files must meet the following specifications: (i) 22,500 Hz, 16-bit Mono; (ii) greeting and closing message should be saved as two different files; (iii) submitted to Qwest on a 3.5" diskette; (iv) leading and trailing noise must be removed; and (v) one (1) second of silence is required in front of the message and one (1) second of silence after the message is required to allow for message queuing on the 8XX recording. Qwest reserves the right to approve or reject Customer greeting and closing messages that are to be placed on the platform.

17.0 CUSTOMER SERVICE CALL ROUTING WITH PRIVATE-LABELED CALLING CARD SERVICES.

With the Private-Labeled Calling Card, Qwest will provide customer service routing to the Customer's customer service line for calls originating in the continental United States, assuming that Qwest is the RespOrg for the customer service number. The Customer will be required to provide Qwest with the customer service routing number on the Calling Card Order Form. Three consecutive mistakes in number dialing will cause calls to be forwarded to Customer's Customer Service.

18.0 OPERATOR SERVICES BRANDING WITH PRIVATE-LABELED CALLING CARD SERVICES.

With the Private-Labeled Calling Card, Customers may elect to customize its operator services greeting for domestic-originated calling. Greeting content should be provided by the customer by filling out the appropriate section in the Calling Card Order Form. Qwest reserves the right to approve or reject these greetings prior to submission or use. Dialing "0" or 15 seconds of dialing

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unresponsiveness by the card user will cause a call to be forwarded to Qwest Operator Services for the fees as described below in this Exhibit.

19.0 CALLING CARD SERVICE CHARGES.

19.1 Calling Card Service Nonrecurring Charges. The Customer will pay a platform implementation fee of \$1,000 per Access Number associated with the Private Labeled Calling Card option to Qwest in accordance with the agreed-upon payment terms and conditions set forth in the Agreement and the Calling Card Order Form. This charge shall be credited to each Access Number that exceeds \$4,000 in usage charges after Qwest has collected payment from Customer for such charges.

Customer shall pay to Qwest a nonrefundable service fee of \$1,000 for each Customer-initiated scripting, greeting or routing change per Access Number after Qwest's initial set-up of the Customer Calling Card platform.

19.2 Calling Card Operator Services Surcharge. A \$1.00 per call surcharge will be applied to any call that is forwarded to Qwest Operator Services from the calling card platform for all calls originating in the continental United States. This charge will be assessed in addition to metered usage charges incurred by the call.

20.0 CALLING CARD FULFILLMENT SERVICE

20.1 Calling Card And Fulfillment Services – General. For both the Generic and Private Label Calling Card Fulfillment Services options, Qwest will require camera-ready artwork from the Customer for the purposes of designing and printing the Calling Card plastic and other necessary pieces. Calling cards will be printed and fulfilled by Qwest only for successfully provisioned authorization codes. This means that if a Calling Card is rejected in Qwest's provisioning or billing system for any reason, no Calling Card will be printed with such code, and the Customer will not be charged for any plastic fulfillment associated with this order.

In order to meet specified delivery intervals, Qwest must receive a correctly formatted file of orders from the Customer by 3:00 p.m. EST on a business day (and not on a Qwest holiday). Set-up lead-time required by Qwest after acceptance of the Card Fulfillment solution by Customer will be four to five weeks after approval of Calling Card image proof and receipt by Qwest from Customer of all required information.

Customer agrees to provide six (6) month estimated quantities of Calling Card production (the "Quantity"). Qwest will be entitled to pre-print materials including Calling Card plastic units, dialing guides, envelopes and carriers based upon such estimates, in order to be able to provision the Calling Card and Fulfillment Services on a timely basis for Customer. Qwest shall be entitled to charge Customer for the costs of production of unused pre-printed materials and their disposal if Customer does not use this Quantity by the end of such six month period or at the termination of the Services hereunder, or decides to change the artwork for such Calling Cards. Customer agrees to pay for such amounts in accordance with the payment provisions of the Agreement.

The Calling Card Services are provided subject to continued availability of access lines and features in any of the Territory. As with all other Services under the Agreement, Customer shall be responsible for all fraudulent or uncollectable usage of the Calling Cards by End Users or other third parties. Customer acknowledges that once Qwest provisions the Calling Cards and ships them to Customer, such Calling Cards shall be activated. Customer shall be responsible for all usage, including fraudulent usage, of such Calling Cards, once placed in the U.S. mail stream by Qwest. Customer shall be responsible for terminating Services to any particular Calling Card through the use of Remote ControlSM.

20.2 Generic Card Fulfillment Services. Generic Card Fulfillment Services include the printing of the generic Wholesale plastic calling card (the "Calling Card(s)") with Customer's logo in lower right hand corner of card; printing of a generic Wholesale dialing guide to provide convenient Calling Card instructions to the End User; and printing of a generic Wholesale card carrier. The plastic cards will carry the generic Wholesale image and Qwest will print the 14-digit authorization code and the End User's name, as given to Qwest by Customer, on the card. Customer will have the option to customize the card carrier in black text with Customer's name, its customer service number and its web site address.

The Calling Card kits can be shipped either to Customer in groups, as the Customer orders them from Qwest or directly to the End User. If Qwest is mailing the Calling Card kits to Customer, Qwest will ship the requested kits via First Class U.S. Mail within two (2) business days of Qwest's receipt of a valid order from Customer and Customer will be responsible for sending the packages to its End Users. If Qwest is mailing the Calling Card kits to the End Users, Customer should allow three (3) to seven (7) business days for first-class Mail service but Qwest does not guarantee to Customer any delivery times.

Basic Card Fulfillment will be fulfilled by Qwest using standard Qwest batch provisioning procedures, including Remote ControlSM, and the standard GBUS file format used by the Customer today in the normal course of its utilization of Qwest's Switchless Reseller Services. In addition to the standard information required from a customer for standard Calling Card Services, Qwest will require from Customer the Calling Card End User name and card stock indicator, for printing purposes.

20.3 Private Label Card Fulfillment Services. Private Label Card Fulfillment Services include plastic printing with custom artwork prepared by Customer, custom dialing guide printing, custom paper carrier printing, custom envelope printing and first-class postage for the Calling Card kits shipment in the United States to End Users (if shipment is required outside of the United States, additional charges will be required of the Customer). Qwest will print the 14-digit authorization code and the End User's name, as given to Qwest by Customer, on the card. Within three days of receiving a valid order, Qwest will ship the requested Calling Card with dialing guide and paper carrier via first-class U.S. mail service to the End User. Customer should allow three to seven business days for first-class mail service to the End User but Qwest does not guarantee to Customer any delivery times.

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Private Label Card Fulfillment Customers also have the option of having a plastic card printed with their custom artwork; printing of a generic Wholesale dialing guide to provide convenient Calling Card instructions to the End User; and printing of a generic Wholesale card carrier. Private Label Card Fulfillment Services will be provided in accordance with new Calling Card provisioning procedures. Among these procedures, Qwest will provide Customer with a file format that must be used properly in submitting Calling Card orders to Qwest. Included in this file, Customer must provide the Calling Card End User name, address, card stock indicator, and other fulfillment information. Qwest will not be held responsible or liable for unsuccessful Calling Card delivery if Qwest mails the Calling Card to the name and address specified by the Customer. In such cases, Customer shall still be responsible for paying for the per Calling Card unit fee as hereinafter described.

20.4 Calling Card Fulfillment Charges. Exhibit D2 gives the per unit charges for generic card fulfillment. Pricing for Private Label Card Fulfillment is quoted on a case by case basis after Customer submits its custom artwork and kit order quantity to Qwest. The following non-recurring charges will be required for the provision of the Calling Card Fulfillment Services:

| Calling Card Fulfillment Service | NRC Set-Up Charges* |
|----------------------------------|---------------------|
| Generic Card Fulfillment | \$200 |
| Private Label Card Fulfillment | \$400 |

* These are one-time Set-Up Charges for each Calling Card format set up. If Customer changes its design or Calling Card format for an additional or different End User or market sector (for example with different art work on card, etc.), an additional Set-Up Charge would be required.

The charges listed above for calling card fulfillment services will appear on the Customer's invoice as a non-recurring charge that will vary from month to month depending upon the quantity of Calling Cards fulfilled.

21.0 ANI-BASED HANDBACK

Customer may elect that certain types of calls be routed back to Customer's facilities via a dedicated circuit; provided however that the types of calls that are eligible to be routed back shall be determined solely by Qwest. Qwest will originate calls on behalf of Customer via its feature group D network and hand the calls back, via a dedicated circuit, to the Customer for termination based upon the Qwest ANI. Customer must designate the specific call types in the Qwest order form prior to ANI deployment. Qwest's ability to perform ANI-based Handback is dependent upon the LEC to properly provide adequate routing information in the call-stream in order for Qwest to route the calls back to the Customer's facilities. All calls that are routed back to Customer based upon this ANI-based Handback feature will be billed in accordance with Exhibit D3. All calls that Qwest is unable to route back to Customer (e.g., the call-stream does not contain specific information to route back to Customer facilities, and thus the calls must remain on the Qwest network) will be billed in accordance with Exhibit D2.

22.0 DISCOUNTS

OPTION A DISCOUNT PLAN

Standard Revenue Discounts. During each monthly billing period of the Term, Customer shall be eligible to receive one of the standard discounts set forth in the Standard Revenue Discount Schedule below, based upon Customer's total Contributory Charges invoiced under the Agreement (and any other eligible separate Qwest Wholesale Services Agreement) during that month for Contributory Services. The applicable monthly discount will be applied against Customer's domestic interstate ReQwest Switchless Reseller Service usage. Other than the Product Minimum usage requirement set forth below, no revenue commitment is required under Option A to receive these eligible discounts.

Standard Revenue Discount Schedule

| Monthly Contributory Charges | Standard Discounts without Revenue Commitment |
|---------------------------------|---|
| \$0 - \$24,999.99 | 0% |
| \$25,000.00 - \$99,999.99 | 1% |
| \$100,000.00 - \$249,999.99 | 5% |
| \$250,000.00 - \$499,999.99 | 7% |
| \$500,000.00 - \$999,999.99 | 8% |
| \$1,000,000.00 - \$1,999,999.99 | 9% |
| \$2,000,000 and above | 10% |

OPTION B DISCOUNT PLAN

Committed Revenue Discounts. During each monthly billing period of the Initial Term, Customer shall be eligible to a N/A percent (N/A%) discount. This discount will be applied against Customer's domestic interstate ReQwest Switchless Reseller Service usage. At the expiration of the Initial Term, this Exhibit D1 shall continue on a month-to-month basis at standard revenue discounts (Option A) unless and until terminated by either Party on thirty (30) calendar days prior written notice.

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REQWEST BLENDED SERVICE EXHIBIT
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25. PRODUCT MINIMUM USAGE REQUIREMENT.

Customer's Contributory Charges for the ReQwest Switchless Reseller Services must equal or exceed \$25,000 per month (the "Product Minimum"). Customer acknowledges and agrees that if, by the end of month twelve, Customer's Contributory Charges do not equal or exceed the Product Minimum, Qwest may, at Qwest's sole determination, upon thirty (30) calendar days written notice to Customer, terminate this Exhibit D1 without further liability or obligation to Customer, except as may be otherwise set forth in the Agreement.



ReQwest Blended Switchless Reseller Domestic Outbound Voice Services

| 1+ Outbound Base Rates | | | | |
|------------------------|---------------|---------------|---------------|---------------|
| State | Switched | | Dedicated | |
| | Interstate | Intrastate | Interstate | Intrastate |
| AL | \$0.0273 | \$0.0378 | \$0.0160 | \$0.0216 |
| AR | \$0.0360 | \$0.0888 | \$0.0160 | \$0.0428 |
| AZ | Not Available | Not Available | Not Available | Not Available |
| CA | \$0.0236 | \$0.0359 | \$0.0160 | \$0.0199 |
| CO | Not Available | Not Available | Not Available | Not Available |
| CT | \$0.0368 | \$0.0514 | \$0.0160 | \$0.0255 |
| DC | \$0.0327 | \$0.0803 | \$0.0160 | \$0.0559 |
| DE | \$0.0326 | \$0.0548 | \$0.0160 | \$0.0621 |
| FL | \$0.0228 | \$0.0668 | \$0.0160 | \$0.0437 |
| GA | \$0.0285 | \$0.0369 | \$0.0160 | \$0.0230 |
| IA | Not Available | Not Available | Not Available | Not Available |
| ID | Not Available | Not Available | Not Available | Not Available |
| IL | \$0.0248 | \$0.0183 | \$0.0160 | \$0.0107 |
| IN | \$0.0283 | \$0.0370 | \$0.0160 | \$0.0144 |
| KS | \$0.0285 | \$0.0594 | \$0.0160 | \$0.0288 |
| KY | \$0.0322 | \$0.0520 | \$0.0160 | \$0.0250 |
| LA | \$0.0275 | \$0.0393 | \$0.0160 | \$0.0216 |
| MA | \$0.0255 | \$0.0573 | \$0.0160 | \$0.0521 |
| MD | \$0.0249 | \$0.0528 | \$0.0160 | \$0.0310 |
| ME | \$0.0326 | \$0.0621 | \$0.0160 | \$0.0280 |
| MI | \$0.0239 | \$0.0206 | \$0.0160 | \$0.0105 |
| MN | Not Available | Not Available | Not Available | Not Available |
| MO | \$0.0337 | \$0.0864 | \$0.0160 | \$0.0629 |
| MS | \$0.0290 | \$0.0333 | \$0.0160 | \$0.0278 |
| MT | Not Available | Not Available | Not Available | Not Available |
| NC | \$0.0268 | \$0.0828 | \$0.0160 | \$0.0372 |
| ND | Not Available | Not Available | Not Available | Not Available |
| NE | Not Available | Not Available | Not Available | Not Available |
| NH | \$0.0273 | \$0.0782 | \$0.0160 | \$0.0454 |
| NJ | \$0.0215 | \$0.0482 | \$0.0160 | \$0.0314 |
| NM | Not Available | Not Available | Not Available | Not Available |
| NV | \$0.0244 | \$0.0476 | \$0.0160 | \$0.0261 |
| NY | \$0.0263 | \$0.0531 | \$0.0160 | \$0.0293 |
| OH | \$0.0246 | \$0.0423 | \$0.0160 | \$0.0161 |
| OK | \$0.0326 | \$0.0726 | \$0.0160 | \$0.0599 |
| OR | Not Available | Not Available | Not Available | Not Available |
| PA | \$0.0268 | \$0.0531 | \$0.0160 | \$0.0225 |
| RI | \$0.0248 | \$0.0459 | \$0.0160 | \$0.0263 |
| SC | \$0.0257 | \$0.0666 | \$0.0160 | \$0.0226 |
| SD | Not Available | Not Available | Not Available | Not Available |
| TN | \$0.0254 | \$0.0360 | \$0.0160 | \$0.0177 |
| TX | \$0.0261 | \$0.0784 | \$0.0160 | \$0.0521 |
| UT | Not Available | Not Available | Not Available | Not Available |



ReQwest Blended Switchless Reseller Domestic Outbound Voice Services

| 1+ Outbound Base Rates | | | | |
|------------------------|---------------|---------------|---------------|---------------|
| State | Switched | | Dedicated | |
| | Interstate | Intrastate | Interstate | Intrastate |
| VA | \$0.0245 | \$0.0882 | \$0.0160 | \$0.0536 |
| VT | \$0.0367 | \$0.0705 | \$0.0160 | \$0.0571 |
| WA | Not Available | Not Available | Not Available | Not Available |
| WI | \$0.0313 | \$0.0460 | \$0.0160 | \$0.0147 |
| WV | \$0.0276 | \$0.1026 | \$0.0160 | \$0.0513 |
| WY | Not Available | Not Available | Not Available | Not Available |

Interstate and Intrastate calls terminating within the Continental US are billed based upon originating state.

Off-Shore:

All calls must originate in Continental US and terminate to locations below.

| 1+ Outbound Base Rates | | |
|------------------------|----------|-----------|
| | Switched | Dedicated |
| | | |
| AK | \$0.1008 | \$0.1051 |
| Guam | \$0.0846 | \$0.0787 |
| HI | \$0.1053 | \$0.0387 |
| Midway | \$0.3798 | \$0.3591 |
| NMI | \$0.1161 | \$0.1153 |
| PR | \$0.1638 | \$0.0596 |
| USVI | \$0.1638 | \$0.0559 |

Calls terminating Off-Shore are billed based upon terminating state or region.

Federal law prohibits Qwest from providing interLATA services in the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. Specifically, Qwest cannot provide interLATA long distance service originating in these states.

Interstate and Intrastate billing increments: 6 seconds initial; 6 second increments

All Directory Assistance Calls will be billed at \$.55 per call.



**ReQwest Blended
Switchless Reseller
Domestic Toll Free Service**

| State | 8XX Inbound Base Rates | | | |
|-------|------------------------|---------------|---------------|---------------|
| | Switched | | Dedicated | |
| | Interstate | Intrastate | Interstate | Intrastate |
| AL | \$0.0293 | \$0.0398 | \$0.0168 | \$0.0236 |
| AR | \$0.0380 | \$0.0908 | \$0.0168 | \$0.0448 |
| AZ | Not Available | Not Available | Not Available | Not Available |
| CA | \$0.0256 | \$0.0356 | \$0.0168 | \$0.0196 |
| CO | Not Available | Not Available | Not Available | Not Available |
| CT | \$0.0388 | \$0.0512 | \$0.0168 | \$0.0250 |
| DC | \$0.0328 | \$0.0786 | \$0.0168 | \$0.0558 |
| DE | \$0.0406 | \$0.0697 | \$0.0168 | \$0.0628 |
| FL | \$0.0259 | \$0.0677 | \$0.0168 | \$0.0457 |
| GA | \$0.0305 | \$0.0389 | \$0.0168 | \$0.0250 |
| IA | Not Available | Not Available | Not Available | Not Available |
| ID | Not Available | Not Available | Not Available | Not Available |
| IL | \$0.0268 | \$0.0184 | \$0.0168 | \$0.0119 |
| IN | \$0.0303 | \$0.0390 | \$0.0168 | \$0.0158 |
| KS | \$0.0305 | \$0.0614 | \$0.0168 | \$0.0307 |
| KY | \$0.0342 | \$0.0540 | \$0.0168 | \$0.0260 |
| LA | \$0.0297 | \$0.0413 | \$0.0168 | \$0.0236 |
| MA | \$0.0275 | \$0.0593 | \$0.0168 | \$0.0509 |
| MD | \$0.0256 | \$0.0528 | \$0.0168 | \$0.0300 |
| ME | \$0.0346 | \$0.0641 | \$0.0168 | \$0.0276 |
| MI | \$0.0253 | \$0.0218 | \$0.0168 | \$0.0119 |
| MN | Not Available | Not Available | Not Available | Not Available |
| MO | \$0.0357 | \$0.0884 | \$0.0168 | \$0.0742 |
| MS | \$0.0308 | \$0.0353 | \$0.0168 | \$0.0341 |
| MT | Not Available | Not Available | Not Available | Not Available |
| NC | \$0.0288 | \$0.0848 | \$0.0168 | \$0.0374 |
| ND | Not Available | Not Available | Not Available | Not Available |
| NE | Not Available | Not Available | Not Available | Not Available |
| NH | \$0.0294 | \$0.0781 | \$0.0168 | \$0.0460 |
| NJ | \$0.0245 | \$0.0502 | \$0.0168 | \$0.0325 |
| NM | Not Available | Not Available | Not Available | Not Available |
| NV | \$0.0266 | \$0.0496 | \$0.0168 | \$0.0323 |
| NY | \$0.0283 | \$0.0551 | \$0.0168 | \$0.0290 |
| OH | \$0.0266 | \$0.0443 | \$0.0168 | \$0.0194 |
| OK | \$0.0346 | \$0.0738 | \$0.0168 | \$0.0615 |
| OR | Not Available | Not Available | Not Available | Not Available |
| PA | \$0.0288 | \$0.0551 | \$0.0168 | \$0.0233 |
| RI | \$0.0268 | \$0.0479 | \$0.0168 | \$0.0283 |
| SC | \$0.0277 | \$0.0686 | \$0.0168 | \$0.0228 |
| SD | Not Available | Not Available | Not Available | Not Available |
| TN | \$0.0274 | \$0.0380 | \$0.0168 | \$0.0191 |
| TX | \$0.0290 | \$0.0778 | \$0.0168 | \$0.0529 |
| UT | Not Available | Not Available | Not Available | Not Available |



ReQwest Blended Switchless Reseller Domestic Toll Free Service

| State | 8XX Inbound Base Rates | | | |
|-------|------------------------|---------------|---------------|---------------|
| | Switched | | Dedicated | |
| | Interstate | Intrastate | Interstate | Intrastate |
| VA | \$0.0265 | \$0.0902 | \$0.0168 | \$0.0531 |
| VT | \$0.0376 | \$0.0734 | \$0.0168 | \$0.0632 |
| WA | Not Available | Not Available | Not Available | Not Available |
| WI | \$0.0333 | \$0.0480 | \$0.0168 | \$0.0141 |
| WV | \$0.0292 | \$0.1046 | \$0.0168 | \$0.0533 |
| WY | Not Available | Not Available | Not Available | Not Available |

Interstate and Intrastate calls originating and terminating within the continental US are billed based upon terminating state.

Canada & Off-Shore:

All calls must originate from locations below and terminate to the Continental US.

| | 8XX Inbound Base Rates | |
|--------|------------------------|-----------|
| | Switched | Dedicated |
| | | |
| Canada | \$0.1520 | \$0.1320 |
| AK | \$0.1097 | \$0.1244 |
| HI | \$0.1073 | \$0.0677 |
| Guam | \$0.1693 | \$0.2035 |
| NMI | \$0.3391 | \$0.2776 |
| PR | \$0.1658 | \$0.1145 |
| USVI | \$0.1658 | \$0.1145 |

Calls originating in Canada and Off-Shore are billed based upon originating state or region.

Interstate and Intrastate billing increments: 6 seconds initial; 6 second increments

Federal law prohibits Qwest from providing interLATA services in the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. Specifically, Qwest cannot provide interLATA 8XX service terminating in these states.



ReQwest Switchless Reseller

International Termination Rates

| Country | NPA | Country Code | City/Mobile Code(s) | 1+ (OUTBOUND) RATES | |
|--|-----|--------------|--|---------------------|-----------|
| | | | | SWITCHED | DEDICATED |
| Afghanistan | | 93 | N/A | \$1.0116 | \$0.9916 |
| Albania | | 355 | N/A | \$0.2204 | \$0.2004 |
| Algeria | | 213 | N/A | \$0.2808 | \$0.2608 |
| Algeria - Mobile/Special Services | | 213 | 61,98-99 | \$0.2568 | \$0.2368 |
| American Samoa | | 684 | N/A | \$0.1416 | \$0.1216 |
| Andorra | | 376 | N/A | \$0.2172 | \$0.1972 |
| Andorra - Mobile/Special Services | | 376 | 3 | \$0.2172 | \$0.1972 |
| Angola | | 244 | N/A | \$0.3096 | \$0.2896 |
| Angola - Mobile/Special Services | | 244 | 95 | \$0.3096 | \$0.2896 |
| Anguilla | 264 | | N/A | \$0.3104 | \$0.2904 |
| Antarctica | | 672 | N/A | \$0.6000 | \$0.5800 |
| Antigua | 268 | | N/A | \$0.3336 | \$0.3136 |
| Argentina | | 54 | N/A | \$0.1244 | \$0.1044 |
| Argentina - Buenos Aires | | 54 | 10-13, 17-18 | \$0.0696 | \$0.0496 |
| Argentina - Mobile/Special Services | | 54 | 14-16, 19-22, 26, 28, 30, 34, 40, 414, 1115, 1140-1141, 1143-1146, 1148-1149, 1152-1153 | \$0.1388 | \$0.1188 |
| Armenia | | 374 | N/A | \$0.3312 | \$0.3112 |
| Armenia - Mobile/Special Services | | 374 | 1 | \$0.3312 | \$0.3112 |
| Aruba | | 297 | N/A | \$0.2196 | \$0.1996 |
| Ascension Island | | 247 | N/A | \$0.8352 | \$0.8152 |
| Australia | | 61 | N/A | \$0.0560 | \$0.0360 |
| Australia - Melbourne | | 61 | 3 | \$0.0600 | \$0.0400 |
| Australia - Mobile/Special Services | | 61 | 1, 4, 5, 07, 78-79 | \$0.2708 | \$0.2508 |
| Australia - Sydney | | 61 | 2 | \$0.0560 | \$0.0360 |
| Austria | | 43 | N/A | \$0.0548 | \$0.0348 |
| Austria - Mobile/Special Services | | 43 | 67-69, 454, 650, 660-661, 663-669 | \$0.2508 | \$0.2308 |
| Austria - Vienna | | 43 | 1 | \$0.0612 | \$0.0412 |
| Azerbaijan | | 994 | N/A | \$0.2312 | \$0.2112 |
| Azerbaijan - Mobile/Special Services | | 994 | 50 | \$0.2312 | \$0.2112 |
| Bahamas | 242 | | N/A | \$0.1788 | \$0.1588 |
| Bahrain | | 973 | N/A | \$0.2840 | \$0.2640 |
| Bahrain - Mobile/Special Services | | 973 | 945-947 | \$0.2840 | \$0.2640 |
| Bangladesh | | 880 | N/A | \$0.4404 | \$0.4204 |
| Bangladesh - Chittagong | | 880 | 31 | \$0.4260 | \$0.4060 |
| Bangladesh - Dhaka | | 880 | 2 | \$0.3300 | \$0.3100 |
| Bangladesh - Mobile/Special Services | | 880 | 1 | \$0.3924 | \$0.3724 |
| Barbados | 246 | | N/A | \$0.2808 | \$0.2608 |
| Belarus | | 375 | N/A | \$0.3096 | \$0.2896 |
| Belarus Mobile/Special Services | | 375 | 29 | \$0.3096 | \$0.2896 |
| Belgium | | 32 | N/A | \$0.0612 | \$0.0412 |
| Belgium - Antwerp | | 32 | 30-32, 34-39 | \$0.0600 | \$0.0400 |
| Belgium - Brussels | | 32 | 2 | \$0.0500 | \$0.0300 |
| Belgium - Mobile/Special Services | | 32 | 7, 9, 17-18, 33, 45, 47-49, 88, 216, 446 | \$0.3212 | \$0.3012 |
| Belize | | 501 | N/A | \$0.3236 | \$0.3036 |
| Benin | | 229 | N/A | \$0.3044 | \$0.2844 |
| Bermuda | 441 | | N/A | \$0.1488 | \$0.1288 |
| Bhutan | | 975 | N/A | \$0.2756 | \$0.2556 |
| Bolivia | | 591 | N/A | \$0.2972 | \$0.2772 |
| Bolivia - La Paz | | 591 | 2 | \$0.1884 | \$0.1684 |
| Bolivia - Mobile/Special Services | | 591 | 1, 7, 9 | \$0.3500 | \$0.3300 |
| Bosnia & Herzegovina | | 387 | N/A | \$0.2384 | \$0.2184 |
| Bosnia & Herzegovina - Mobile/Special Services | | 387 | 66, 90 | \$0.2384 | \$0.2184 |
| Botswana | | 267 | N/A | \$0.1784 | \$0.1584 |
| Brazil | | 55 | N/A | \$0.1328 | \$0.1128 |
| Brazil - Belo Horizonte | | 55 | 31 | \$0.1356 | \$0.1156 |
| Brazil - Mobile/Special Services | | 55 | 119, 129, 139, 149, 159, 169, 179, 189, 199, 219, 229, 249, 279, 289, 319, 329, 339, 349, 359, 379, 389, 419, 429, 439, 449, 459, 469, 479, 489, 499, 519, 539, 549, 559, 619, 629, 639, 659, 669, 679, 689, 699, 719, 739, 749, 759, 779, 799, 819, 829, 839, 849, 859, 869, 879, 889, 899, 919, 929, 939, 949, 959, 969, 979, 989, 999, 1181, 1281, 1381, 1481, 1581, 1681, 1781, 1881, 1981, 2188, 2189, 2288, 2289, 2488, 2489, 2788, 2789, 2888, 3189, 3289, 3389, 3489, 3589, 3789, 3889, 5181, 5189, 5389, 5489, 5589, 6181, 6189, 6281, 6289, 6389, 6489, 6589, 6689, 6789, 6889, 6989, 7188, 7388, 7488, 7588, 7788, 7988, 8188, 8288, 8388, 8488, 8588, 8688, 8788, 8888, 8988, 9188, 9189, 9288, 9289, 9388, 9389, 9488, 9489, 9588, 9589, 9688, 9689, 9788, 9888, 9889, 9988, 9989 | \$0.2616 | \$0.2416 |
| Brazil - Rio de Janeiro | | 55 | 21 | \$0.0584 | \$0.0384 |
| Brazil - Sao Paulo | | 55 | 11 | \$0.0620 | \$0.0420 |
| British Virgin Islands | 284 | | N/A | \$0.2712 | \$0.2512 |
| Brunei | | 673 | N/A | \$0.1760 | \$0.1560 |
| Brunei - Mobile/Special Services | | 673 | 2, 8, 68 | \$0.1760 | \$0.1560 |
| Bulgaria | | 359 | N/A | \$0.1892 | \$0.1692 |
| Bulgaria - Mobile/Special Services | | 359 | 48, 79, 87- 89, 98 | \$0.2372 | \$0.2172 |
| Bulgaria - Sofia | | 359 | 2 | \$0.1148 | \$0.0948 |
| Burkina Faso | | 226 | N/A | \$0.4296 | \$0.4096 |
| Burundi | | 257 | N/A | \$0.2664 | \$0.2464 |
| Burundi - Mobile/Special Services | | 257 | 29 | \$0.2664 | \$0.2464 |
| Cambodia | | 855 | N/A | \$0.5288 | \$0.5088 |
| Cambodia - Mobile/Special Services | | 855 | 1 | \$0.6992 | \$0.6792 |
| Cameroon | | 237 | N/A | \$0.3320 | \$0.3120 |
| Cameroon - Mobile/Special Services | | 237 | 9 | \$0.3320 | \$0.3120 |
| Canada | 204 | 1 | N/A | \$0.0504 | \$0.0304 |

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| Country | NPA | Country Code | City/Mobile Code(s) | 1+ (OUTBOUND) RATES | |
|--|-----|--------------|---|---------------------|-----------------|
| | | | | SWITCHED | DEDICATED |
| Canada | 250 | 1 | N/A | \$0.0504 | \$0.0304 |
| Canada | 306 | 1 | N/A | \$0.0528 | \$0.0328 |
| Canada | 403 | 1 | N/A | \$0.0516 | \$0.0316 |
| Canada | 416 | 1 | N/A | \$0.0516 | \$0.0316 |
| Canada | 418 | 1 | N/A | \$0.0516 | \$0.0316 |
| Canada | 450 | 1 | N/A | \$0.0516 | \$0.0316 |
| Canada | 506 | 1 | N/A | \$0.0540 | \$0.0340 |
| Canada | 514 | 1 | N/A | \$0.0504 | \$0.0304 |
| Canada | 519 | 1 | N/A | \$0.0516 | \$0.0316 |
| Canada | 604 | 1 | N/A | \$0.0504 | \$0.0304 |
| Canada | 613 | 1 | N/A | \$0.0516 | \$0.0316 |
| Canada | 647 | 1 | N/A | \$0.0516 | \$0.0316 |
| Canada | 705 | 1 | N/A | \$0.0516 | \$0.0316 |
| Canada | 709 | 1 | N/A | \$0.0540 | \$0.0340 |
| Canada | 780 | 1 | N/A | \$0.0528 | \$0.0328 |
| Canada | 807 | 1 | N/A | \$0.0552 | \$0.0352 |
| Canada | 819 | 1 | N/A | \$0.0528 | \$0.0328 |
| Canada | 867 | 1 | N/A | \$0.0552 | \$0.0352 |
| Canada | 902 | 1 | N/A | \$0.0528 | \$0.0328 |
| Canada | 905 | 1 | N/A | \$0.0504 | \$0.0304 |
| Cape Verde Islands | | 238 | N/A | \$0.4076 | \$0.3876 |
| Cayman Islands | 345 | | N/A | \$0.2148 | \$0.1948 |
| Central African Republic | | 236 | N/A | \$0.3252 | \$0.3052 |
| Chad | | 235 | N/A | \$0.5688 | \$0.5488 |
| Chad - Mobile/Special Services | | 235 | 24 | \$0.5688 | \$0.5488 |
| Chile | | 56 | N/A | \$0.0692 | \$0.0492 |
| Chile - Mobile/Special Services | | 56 | 1, 9, 26-27, 68-69, 300, 568, 569, 700, 800 | \$0.2988 | \$0.2788 |
| Chile - Santiago | | 56 | 20-25, 28-29 | \$0.0668 | \$0.0468 |
| China | | 86 | N/A | \$0.1592 | \$0.1392 |
| China - Beijing | | 86 | 10-12, 14-19 | \$0.1592 | \$0.1392 |
| China - Canton | | 86 | 20 | \$0.1592 | \$0.1392 |
| China - Fuzhou | | 86 | 591 | \$0.1592 | \$0.1392 |
| China - Mobile/Special Services | | 86 | 13, 140, 886 | \$0.1592 | \$0.1392 |
| China - Shanghai | | 86 | 21 | \$0.1592 | \$0.1392 |
| Christmas & Cocos Islands | | 672 | 4, 2 | \$0.6000 | \$0.5800 |
| Colombia | | 57 | N/A | \$0.1620 | \$0.1420 |
| Colombia - Baranquilla | | 57 | 53 | \$0.1376 | \$0.1176 |
| Colombia - Bogota | | 57 | 1 | \$0.1428 | \$0.1228 |
| Colombia - Cali | | 57 | 2 | \$0.1416 | \$0.1216 |
| Colombia - Medellin | | 57 | 4 | \$0.1608 | \$0.1408 |
| Colombia - Mobile/Special Services | | 57 | 3 | \$0.1520 | \$0.1320 |
| Comoros | | 269 | 0-5, 8-9 | \$0.4224 | \$0.4024 |
| Comoros - Mobile/Special Services | | 269 | 7 | \$0.4224 | \$0.4024 |
| Congo, Republic of | | 242 | N/A | \$0.2696 | \$0.2496 |
| Cook Islands | | 682 | N/A | \$4.5300 | \$4.5100 |
| Cook Islands - Special Services | | 682 | 60-61, 64-65 | \$4.5300 | \$4.5100 |
| Costa Rica | | 506 | N/A | \$0.1304 | \$0.1104 |
| Costa Rica - Mobile/Special Services | | 506 | 3, 283-284, 712 | \$0.2244 | \$0.2044 |
| Croatia | | 385 | N/A | \$0.1992 | \$0.1792 |
| Croatia - Mobile/Special Services | | 385 | 9 | \$0.3324 | \$0.3124 |
| Cuba | | 53 | N/A | \$0.9636 | \$0.9436 |
| Cuba - Guantanamo Bay | | 53 | 9 | \$1.1568 | \$1.1368 |
| Cyprus | | 357 | N/A | \$0.2448 | \$0.2248 |
| Cyprus - Mobile/Special Services | | 357 | 9 | \$0.2448 | \$0.2248 |
| Czech Republic | | 420 | N/A | \$0.0980 | \$0.0780 |
| Czech Republic - Mobile Special/Services | | 420 | 72-73, 77, 93, 601-606, 609, 961- 966 | \$0.2628 | \$0.2428 |
| Czech Republic - Prague | | 420 | 2 | \$0.0680 | \$0.0480 |
| Denmark | | 45 | N/A | \$0.0488 | \$0.0288 |
| Denmark - Mobile/Special Services | | 45 | 2, 30-31, 40-41, 50-51, 60-61, 70, 77, 88 , 90, 922 | \$0.2576 | \$0.2376 |
| Diego Garcia | | 246 | N/A | \$1.9836 | \$1.9636 |
| Djibouti | | 253 | N/A | \$0.4604 | \$0.4404 |
| Djibouti - Mobile/Special Services | | 253 | 80 | \$0.4604 | \$0.4404 |
| Dominica | 767 | | N/A | \$0.3344 | \$0.3144 |
| Dominican Republic | 809 | | N/A | \$0.1292 | \$0.1092 |
| Dominican Republic - Mobile/Special Services | 809 | | 2, 32, 470, 474, 537, 540, 563, 628-635, 683, 695 | \$0.1292 | \$0.1092 |
| Ecuador | | 593 | N/A | \$0.2940 | \$0.2740 |
| Ecuador - Guayaquil | | 593 | 4 | \$0.2228 | \$0.2028 |
| Ecuador - Mobile/Special Services | | 593 | 9 | \$0.3528 | \$0.3328 |
| Ecuador - Quito | | 593 | 2 | \$0.3228 | \$0.3028 |
| Egypt | | 20 | N/A | \$0.3440 | \$0.3240 |
| Egypt - Cairo | | 20 | 2 | \$0.3044 | \$0.2844 |
| Egypt - Mobile Special/Services | | 20 | 10, 12 | \$0.3236 | \$0.3036 |
| El Salvador | | 503 | N/A | \$0.2004 | \$0.1804 |
| El Salvador - Mobile/Special Services | | 503 | 7-9, 38-39 | \$0.2280 | \$0.2080 |
| Equatorial Guinea | | 240 | N/A | \$0.3608 | \$0.3408 |
| Eritrea | | 291 | N/A | \$0.7064 | \$0.6864 |
| Estonia | | 372 | N/A | \$0.2172 | \$0.1972 |
| Estonia - Mobile/Special Services | | 372 | 5 | \$0.2172 | \$0.1972 |
| Ethiopia | | 251 | N/A | \$0.6668 | \$0.6468 |
| Ethiopia - Mobile/Special Services | | 251 | 92 | \$0.6668 | \$0.6468 |
| Faeroe Islands | | 298 | N/A | \$0.1620 | \$0.1420 |

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|--|-----|--------------|---|---------------------|-----------|
| | | | | SWITCHED | DEDICATED |
| Falkland Islands (Islas Malvinas) | | 500 | N/A | \$0.7224 | \$0.7024 |
| Fiji Islands | | 679 | N/A | \$0.5052 | \$0.4852 |
| Fiji Islands - Mobile/Special Services | | 679 | 13 | \$0.5052 | \$0.4852 |
| Finland | | 358 | N/A | \$0.0644 | \$0.0444 |
| Finland - Mobile Special/Services | | 358 | 4-8, 9600, 9700, 9800 | \$0.3044 | \$0.2844 |
| France | | 33 | N/A | \$0.0488 | \$0.0288 |
| France - Mobile/Special Services | | 33 | 6, 890-893, 897-899, 8366 - 8367 | \$0.3152 | \$0.2952 |
| France - Paris | | 33 | 1 | \$0.0464 | \$0.0264 |
| French Antilles (incl. Martinique) | | 596 | N/A | \$0.2508 | \$0.2308 |
| French Guiana | | 594 | N/A | \$0.2460 | \$0.2260 |
| French Polynesia | | 689 | N/A | \$0.4116 | \$0.3916 |
| Gabon Republic | | 241 | N/A | \$0.2496 | \$0.2296 |
| Gabon Republic - Mobile/Special Services | | 241 | 23 - 26 | \$0.2496 | \$0.2296 |
| Gambia | | 220 | N/A | \$0.3936 | \$0.3736 |
| Georgia | | 995 | N/A | \$0.1580 | \$0.1380 |
| Georgia - Mobile/Special Services | | 995 | 321-322, 325, 328 | \$0.1580 | \$0.1380 |
| Germany | | 49 | N/A | \$0.0564 | \$0.0364 |
| Germany - Frankfurt | | 49 | 69, 335 | \$0.0564 | \$0.0364 |
| Germany - Mobile/Special Services | | 49 | 1, 800, 900 | \$0.2840 | \$0.2640 |
| Ghana | | 233 | N/A | \$0.2180 | \$0.1980 |
| Ghana - Accra | | 233 | 21 | \$0.2048 | \$0.1848 |
| Ghana - Mobile/Special Services | | 233 | 20, 24, 27-28 | \$0.2648 | \$0.2448 |
| Gibraltar | | 350 | N/A | \$0.1656 | \$0.1456 |
| Gibraltar - Mobile/Special Services | | 350 | 54, 56-58 | \$0.1656 | \$0.1456 |
| Greece | | 30 | N/A | \$0.0980 | \$0.0780 |
| Greece - Athens | | 30 | 1 | \$0.0800 | \$0.0600 |
| Greece - Mobile Special/Services | | 30 | 9 | \$0.2280 | \$0.2080 |
| Greenland | | 299 | N/A | \$0.4776 | \$0.4576 |
| Greenland - Mobile/Special Services | | 299 | 5 | \$0.4776 | \$0.4576 |
| Grenada | 473 | | N/A | \$0.3308 | \$0.3108 |
| Guadeloupe | | 590 | N/A | \$0.2388 | \$0.2188 |
| Guatemala | | 502 | N/A | \$0.2712 | \$0.2512 |
| Guatemala - Mobile/Special Services | | 502 | 20-21, 30-31, 40-41, 50-51, 60-61, 70-71, 81, 90-91, 228, 328, 428, 528, 628, 728, 828, 928 | \$0.2840 | \$0.2640 |
| Guinea | | 224 | N/A | \$0.3240 | \$0.3040 |
| Guinea-Bissau | | 245 | N/A | \$0.8484 | \$0.8284 |
| Guinea-Bissau - Mobile | | 245 | 29 | \$0.8484 | \$0.8284 |
| Guyana | | 592 | N/A | \$0.6456 | \$0.6256 |
| Guyana - Mobile/Special Services | | 592 | 1-2, 5-6, 48, 2888 | \$0.6456 | \$0.6256 |
| Haiti | | 509 | N/A | \$0.2768 | \$0.2568 |
| Haiti - Mobile | | 509 | 3-4, 90, 92, 251 | \$0.6024 | \$0.5824 |
| Haiti - Special Services | | 509 | 5 | \$0.4896 | \$0.4696 |
| Honduras | | 504 | N/A | \$0.4556 | \$0.4356 |
| Honduras - Mobile/Special Services | | 504 | 1 | \$0.4556 | \$0.4356 |
| Hong Kong | | 852 | N/A | \$0.0780 | \$0.0580 |
| Hong Kong - Mobile/Special Services | | 852 | 6, 8, 9, 17, 48, 49 | \$0.0780 | \$0.0580 |
| Hungary | | 36 | N/A | \$0.1172 | \$0.0972 |
| Hungary - Budapest | | 36 | 1 | \$0.0992 | \$0.0792 |
| Hungary - Mobile/Special Services | | 36 | 2, 3, 6, 40, 70, 90 | \$0.3048 | \$0.2848 |
| Iceland | | 354 | N/A | \$0.0888 | \$0.0688 |
| Iceland - Mobile/Special Services | | 354 | 9, 39, 62-69, 82, 84-87, 89, 388 | \$0.1860 | \$0.1660 |
| India | | 91 | N/A | \$0.5112 | \$0.4912 |
| India - Ahmedabad | | 91 | 79 | \$0.5208 | \$0.5008 |
| India - Bangalore | | 91 | 80 | \$0.5268 | \$0.5068 |
| India - Bombay | | 91 | 22 | \$0.5448 | \$0.5248 |
| India - Calcutta | | 91 | 33 | \$0.5040 | \$0.4840 |
| India - Hyderabad | | 91 | 40 | \$0.4920 | \$0.4720 |
| India - Madras | | 91 | 44 | \$0.4212 | \$0.4012 |
| India - Mobile/Special Services | | 91 | 98 | \$0.5216 | \$0.5016 |
| India - New Delhi | | 91 | 11 | \$0.5172 | \$0.4972 |
| India - Pune (Poona) | | 91 | 20 | \$0.5364 | \$0.5164 |
| India - Punjab | | 91 | 16-18, 9814 | \$0.5172 | \$0.4972 |
| Indonesia | | 62 | N/A | \$0.1344 | \$0.1144 |
| Indonesia - Jakarta | | 62 | 21 | \$0.0800 | \$0.0600 |
| Indonesia - Mobile/Special Services | | 62 | 8 | \$0.2316 | \$0.2116 |
| INMARSAT - Atlantic East | | 871 | N/A | \$4.9776 | \$4.9576 |
| INMARSAT - Atlantic West | | 874 | N/A | \$4.6896 | \$4.6696 |
| INMARSAT - Indian | | 873 | N/A | \$4.5564 | \$4.5364 |
| INMARSAT - Pacific | | 872 | N/A | \$4.8312 | \$4.8112 |
| Iran | | 98 | N/A | \$0.2708 | \$0.2508 |
| Iran - Mobile/Special Services | | 98 | 11 | \$0.2708 | \$0.2508 |
| Iraq | | 964 | N/A | \$0.6648 | \$0.6448 |
| Ireland | | 353 | N/A | \$0.0500 | \$0.0300 |
| Ireland - Dublin | | 353 | 1 | \$0.0500 | \$0.0300 |
| Ireland - Mobile/Special Services | | 353 | 8, 15, 386-388 | \$0.2976 | \$0.2776 |
| Iridium | | 881 | N/A | \$2.5200 | \$2.5000 |
| Israel | | 972 | N/A | \$0.0908 | \$0.0708 |
| Israel - Mobile/Special Services | | 972 | 5, 67 | \$0.2120 | \$0.1920 |
| Israel - Tel Aviv | | 972 | 3 | \$0.1032 | \$0.0832 |
| Italy | | 39 | N/A | \$0.0536 | \$0.0336 |
| Italy - Milan | | 39 | 02, 2 | \$0.0524 | \$0.0324 |

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|--|-----|--------------|---|---------------------|-----------|
| | | | | SWITCHED | DEDICATED |
| Italy - Mobile/Special Services | | 39 | 3 | \$0.3020 | \$0.2820 |
| Italy - Rome | | 39 | 06, 6 | \$0.0648 | \$0.0448 |
| Ivory Coast | | 225 | N/A | \$0.0752 | \$0.0552 |
| Ivory Coast - Mobile/Special Services | | 225 | 0, 8, 9 | \$0.0752 | \$0.0552 |
| Jamaica | 876 | | N/A | \$0.3344 | \$0.3144 |
| Jamaica - Mobile/Special Services | 876 | | 301-304, 360-389, 420-429, 490-494, 700, 707, 770-799, 804-809, 812-859, 909, 919, 990, 995, 997, 999 | \$0.3344 | \$0.3144 |
| Japan | | 81 | N/A | \$0.0792 | \$0.0592 |
| Japan - Mobile/Special Services | | 81 | 10, 20, 30-31, 40, 50, 60-61, 70, 80, 90 | \$0.2904 | \$0.2704 |
| Japan - Osaka | | 81 | 62-69 | \$0.0792 | \$0.0592 |
| Japan - Military | | 81 | 3117, 6117 | \$0.0852 | \$0.0652 |
| Japan - Sapporo | | 81 | 11 | \$0.0792 | \$0.0592 |
| Japan - Tokyo | | 81 | 3 | \$0.0780 | \$0.0580 |
| Jordan | | 962 | N/A | \$0.3708 | \$0.3508 |
| Jordan - Amman | | 962 | 6 | \$0.2636 | \$0.2436 |
| Jordan - Mobile/Special Services | | 962 | 77, 79 | \$0.2912 | \$0.2712 |
| Kazakhstan | | 7 | 102, 142, 252, 310-332, 334-336 | \$0.2760 | \$0.2560 |
| Kazakhstan - Mobile/Special Services | | 7 | 300, 333, 570-571 | \$0.2760 | \$0.2560 |
| Kenya | | 254 | N/A | \$0.3092 | \$0.2892 |
| Kenya - Nairobi | | 254 | 2 | \$0.2180 | \$0.1980 |
| Kenya - Mobile/Special Services | | 254 | 71-73 | \$0.2904 | \$0.2704 |
| Kiribati | | 686 | N/A | \$0.7560 | \$0.7360 |
| Kiribati - Mobile/Special Services | | 686 | 0 | \$0.7560 | \$0.7360 |
| Korea, North | | 850 | N/A | \$0.7572 | \$0.7372 |
| Korea, South | | 82 | N/A | \$0.0720 | \$0.0520 |
| Korea, South - Mobile/Special Services | | 82 | 11, 12, 16-19, 27, 67 | \$0.1692 | \$0.1492 |
| Korea, South - Seoul | | 82 | 2 | \$0.0804 | \$0.0604 |
| Kuwait | | 965 | N/A | \$0.1844 | \$0.1644 |
| Kuwait - Mobile/Special Services | | 965 | 2-9 | \$0.1916 | \$0.1716 |
| Kyrgyzstan | | 996 | 2, 992, 3322 | \$0.3272 | \$0.3072 |
| Kyrgyzstan - Mobile/Special Services | | 996 | 3 | \$0.2844 | \$0.2644 |
| Laos | | 856 | N/A | \$0.3788 | \$0.3588 |
| Latvia | | 371 | N/A | \$0.2544 | \$0.2344 |
| Latvia - Mobile/Special Services | | 371 | 9, 60-68, 88 | \$0.2928 | \$0.2728 |
| Lebanon | | 961 | N/A | \$0.3612 | \$0.3412 |
| Lebanon - Mobile/Special Services | | 961 | 3 | \$0.4160 | \$0.3960 |
| Lesotho | | 266 | N/A | \$0.1988 | \$0.1788 |
| Liberia | | 231 | N/A | \$0.2696 | \$0.2496 |
| Libya | | 218 | N/A | \$0.2576 | \$0.2376 |
| Liechtenstein | | 423 | N/A | \$0.0960 | \$0.0760 |
| Lithuania | | 370 | N/A | \$0.2400 | \$0.2200 |
| Lithuania Mobile/Special Services | | 370 | 8, 9, 61, 65, 67-69, 90, 98, 99 | \$0.2400 | \$0.2200 |
| Luxembourg | | 352 | N/A | \$0.2544 | \$0.2344 |
| Luxembourg - Mobile/Special Services | | 352 | 21, 28, 91, 98 | \$0.2544 | \$0.2344 |
| Macau | | 853 | N/A | \$0.2940 | \$0.2740 |
| Macedonia | | 389 | N/A | \$0.3020 | \$0.2820 |
| Madagascar | | 261 | N/A | \$0.4512 | \$0.4312 |
| Madagascar - Mobile/Special Services | | 261 | 3, 7 | \$0.4332 | \$0.4132 |
| Malawi | | 265 | N/A | \$0.1544 | \$0.1344 |
| Malawi - Mobile/Special Services | | 265 | 9 | \$0.1544 | \$0.1344 |
| Malaysia | | 60 | N/A | \$0.0884 | \$0.0684 |
| Malaysia - Kuala Lumpur | | 60 | 3 | \$0.0732 | \$0.0532 |
| Malaysia - Mobile/Special Services | | 60 | 1 | \$0.1692 | \$0.1492 |
| Maldives | | 960 | N/A | \$0.5684 | \$0.5484 |
| Maldives - Special Services | | 960 | 95 | \$0.5684 | \$0.5484 |
| Mali Republic | | 223 | N/A | \$0.4364 | \$0.4164 |
| Malta | | 356 | N/A | \$0.1968 | \$0.1768 |
| Marshall Islands | | 692 | N/A | \$0.5688 | \$0.5488 |
| Mauritania | | 222 | N/A | \$0.3804 | \$0.3604 |
| Mauritius | | 230 | N/A | \$0.4664 | \$0.4464 |
| Mayotte Island | | 269 | 6 | \$0.2592 | \$0.2392 |
| Mayotte Island - Mobile/Special Services | | 269 | 7 | \$0.2592 | \$0.2392 |
| Mexico - Acapulco (10 digit dialing) | | 52 | 7440 - 7449 | \$0.1404 | \$0.1204 |
| Mexico - Aguascalientes (10 digit dialing) | | 52 | 4490 - 4499 | \$0.1608 | \$0.1408 |
| Mexico - Celaya (10 digit dialing) | | 52 | 4610 - 4619 | \$0.1308 | \$0.1108 |
| Mexico - Chihuahua (10 digit dialing) | | 52 | 6140 - 6149 | \$0.1428 | \$0.1228 |
| Mexico - Cuernavaca (10 digit dialing) | | 52 | 7770 - 7779 | \$0.1404 | \$0.1204 |
| Mexico - Ciudad Juarez (10 digit dialing) | | 52 | 6560 - 6569 | \$0.1356 | \$0.1156 |
| Mexico - Guadalajara (10 digit dialing) | | 52 | 3300 - 3399 | \$0.1044 | \$0.0844 |
| Mexico - Irapuato (10 digit dialing) | | 52 | 4620 - 4629 | \$0.1440 | \$0.1240 |
| Mexico - Leon (10 digit dialing) | | 52 | 4770 - 4779 | \$0.1056 | \$0.0856 |
| Mexico - Mexico City (10 digit dialing) | | 52 | 5500 - 5513, 5515-5518, 5520, 5523, 5524, 5527 - 5529, 5532 - 5549, 5556 - 5557, 5560 - 5584, 5586- 5590, 5592 - 5599 | \$0.0572 | \$0.0372 |
| Mexico - Mexico City Cellular (10 digit dialing) | | 52 | 5514, 5519, 5521-5522, 5525-5526, 5530-5531, 5550-5555, 5558-5559, 5585, 5591 | \$0.1008 | \$0.0808 |
| Mexico - Monterey (10 digit dialing) | | 52 | 8100-8180, 8185, 8188-8199 | \$0.0948 | \$0.0748 |
| Mexico - Puebla (10 digit dialing) | | 52 | 2220-2229 | \$0.1020 | \$0.0820 |
| Mexico - Queretaro (10 digit dialing) | | 52 | 4420-4429 | \$0.1596 | \$0.1396 |
| Mexico - San Luis Potisi (10 digit dialing) | | 52 | 4440-4449 | \$0.1176 | \$0.0976 |
| Mexico - Tepatitan (10 digit dialing) | | 52 | 3780-3789 | \$0.1704 | \$0.1504 |
| Mexico - Tijuana (10 digit dialing) | | 52 | 6640-6649 | \$0.1392 | \$0.1192 |

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QWEST COMMUNICATIONS
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ReQwest Switchless Reseller

International Termination Rates

| Country | NPA | Country Code | City/Mobile Code(s) | 1+ (OUTBOUND) RATES | |
|--|-----|--------------|---|---------------------|-----------|
| | | | | SWITCHED | DEDICATED |
| Mexico - Torreon (10 digit dialing) | | 52 | 8710-8719 | \$0.1404 | \$0.1204 |
| Mexico On-Net A (10 digit dialing) | | 52 | 2710-2729, 3110-3129, 3510-3529, 3920-3929, 4520-4529, 4730-4739, 4930-4939, 5950-5959, 6180-6189, 6220-6229, 6440-6449, 6680-6699, 7220-7229, 7350-7359, 7750-7759, 8340-8349, 8440, 8660-8669, 8990-8999, 9210-9219, 9510-9519, 9610-9619 | \$0.1428 | \$0.1228 |
| Mexico On-Net B (10 digit dialing) | | 52 | 2280-2299, 2310-2329, 2380-2389, 2410-2419, 2840-2842, 2848-2849, 2870-2889, 2941-2949, 3130-3149, 3170-3179, 3220-3259, 3410-3419, 3540-3569, 3740-3749, 3810-3819, 3840-3849, 3890-3899, 3930-3939, 4151-4159, 4270-4279, 4340-4369, 4380-4389, 4430-4439, 4450-4459, 4510-4519, 4530-4539, 4630-4649, 4660-4669, 4690-4699, 4720-4729, 4740-4759, 4810-4819, 4880-4889, 4920-4929, 4940-4949, 4980-4989, 5910-5919, 6120-6139, 6150-6169, 6240-6279, 6310-6349, 6360-6379, 6390-6399, 6410-6429, 6450-6489, 6530-6539, 6610-6629, 6650-6659, 6730-6749, 6760-6769, 6870-6879, 7120-7159, 7210-7219, 7260-7289, 7320-7339, 7360-7369, 7410-7429, 7470-7479, 7530-7589, 7620-7629, 7710-7739, 7790-7799, 7820-7839, 7860-7869, 7910-7919, 8210-8219, 8230-8239, 8260-8269, 8280-8299, 8310-8319, 8330-8339, 8360-8369, 8410-8429, 8610-8629, 8770-8789, 8910-8929, 9160-9179, 9220-9229, 9380-9389, 9580-9589, 9620-9629, 9650-9659, 9670-9689, 9710-9719, 9810-9819, 9830-9839, 9860-9879, 9930-9939, 9980-9999 | \$0.1560 | \$0.1360 |
| Mexico (10 digit dialing) | | 52 | N/A | \$0.1656 | \$0.1456 |
| Micronesia | | 691 | N/A | \$0.7568 | \$0.7368 |
| Moldova | | 373 | N/A | \$0.2276 | \$0.2076 |
| Moldova - Mobile/Special Services | | 373 | 8, 9 | \$0.2276 | \$0.2076 |
| Monaco | | 377 | N/A | \$0.2040 | \$0.1840 |
| Monaco - Mobile/Special Services | | 377 | 3, 4, 6, 7 | \$0.3656 | \$0.3456 |
| Mongolia | | 976 | N/A | \$0.3624 | \$0.3424 |
| Montserrat | 664 | | N/A | \$0.3732 | \$0.3532 |
| Morocco | | 212 | N/A | \$0.4184 | \$0.3984 |
| Morocco Mobile/Special Services | | 212 | 1, 6 | \$0.4260 | \$0.4060 |
| Mozambique | | 258 | N/A | \$0.3212 | \$0.3012 |
| Mozambique - Mobile/Special Services | | 258 | 82 | \$0.3212 | \$0.3012 |
| Myanmar (Formerly Burma) | | 95 | N/A | \$0.5612 | \$0.5412 |
| Namibia | | 264 | N/A | \$0.1784 | \$0.1584 |
| Nauru | | 674 | N/A | \$0.9336 | \$0.9136 |
| Nauru - Mobile/Special Services | | 674 | 8 | \$0.9336 | \$0.9136 |
| Nepal | | 977 | N/A | \$0.6504 | \$0.6304 |
| Netherlands | | 31 | N/A | \$0.0512 | \$0.0312 |
| Netherlands - Amsterdam | | 31 | 20 | \$0.0428 | \$0.0228 |
| Netherlands - Mobile/Special Services | | 31 | 6, 8, 9 | \$0.3564 | \$0.3364 |
| Netherlands Antilles | | 599 | N/A | \$0.2372 | \$0.2172 |
| Netherlands Antilles - Curacao | | 599 | 9 | \$0.2372 | \$0.2172 |
| Netherlands Antilles - Mobile/Special Services | | 599 | 2, 5-7, 41, 95-96 | \$0.4488 | \$0.4288 |
| New Caledonia | | 687 | N/A | \$0.4320 | \$0.4120 |
| New Zealand | | 64 | N/A | \$0.0536 | \$0.0336 |
| New Zealand - Mobile/Special Services | | 64 | 8, 21-29, 900 | \$0.2772 | \$0.2572 |
| Nicaragua | | 505 | N/A | \$0.3452 | \$0.3252 |
| Nicaragua - Mobile/Special Services | | 505 | 3, 6-9, 50, 55, 532 | \$0.3104 | \$0.2904 |
| Niger Republic | | 227 | N/A | \$0.3164 | \$0.2964 |
| Niger Republic - Mobile/Special Services | | 227 | 90 | \$0.3164 | \$0.2964 |
| Nigeria | | 234 | N/A | \$0.5568 | \$0.5368 |
| Nigeria - Lagos | | 234 | 1 | \$0.1892 | \$0.1692 |
| Nigeria - Mobile/Special Services | | 234 | 90, 470, 774 | \$0.5568 | \$0.5368 |
| Niue | | 683 | N/A | \$1.8096 | \$1.7896 |
| Niue - Mobile/Special Services | | 683 | 2, 5, 7-9 | \$1.8096 | \$1.7896 |
| Norfolk Island | | 672 | 3 | \$0.6000 | \$0.5800 |
| Norway | | 47 | N/A | \$0.0500 | \$0.0300 |
| Norway - Mobile/Special Services | | 47 | 4, 8, 9 | \$0.2472 | \$0.2272 |
| Oman | | 968 | N/A | \$0.4016 | \$0.3816 |
| Oman - Mobile/Special Services | | 968 | 93 | \$0.4016 | \$0.3816 |
| Pakistan | | 92 | N/A | \$0.5168 | \$0.4968 |
| Pakistan - Lahore | | 92 | 42 | \$0.4824 | \$0.4624 |
| Pakistan - Karachi | | 92 | 21 | \$0.5292 | \$0.5092 |
| Pakistan - Mobile/Special Services | | 92 | 3 | \$0.5216 | \$0.5016 |
| Palau, Republic of | | 680 | N/A | \$0.7080 | \$0.6880 |
| Panama | | 507 | N/A | \$0.2576 | \$0.2376 |
| Panama - Mobile/Special Services | | 507 | 6, 8, 208-209, 218-219, 408, 418, 708, 718 | \$0.5004 | \$0.4804 |
| Papua New Guinea | | 675 | N/A | \$0.2252 | \$0.2052 |
| Papua New Guinea - Mobile/Special Services | | 675 | 20 | \$0.2252 | \$0.2052 |
| Paraguay | | 595 | N/A | \$0.2816 | \$0.2616 |
| Paraguay - Asuncion | | 595 | 21 | \$0.1496 | \$0.1296 |
| Paraguay - Mobile/Special Services | | 595 | 9 | \$0.4448 | \$0.4248 |
| Peru | | 51 | N/A | \$0.1952 | \$0.1752 |
| Peru - Lima | | 51 | 1 | \$0.0836 | \$0.0636 |
| Peru - Mobile/Special Services | | 51 | 15-19, 246, 346-347, 349, 446, 449, 546-547, 549, 643-646, 649, 746-747, 749, 846-847, 849, 946-947, 949 | \$0.4056 | \$0.3856 |
| Philippines | | 63 | N/A | \$0.1844 | \$0.1644 |
| Philippines - Manila | | 63 | 2 | \$0.1736 | \$0.1536 |
| Philippines - Mobile/Special Services | | 63 | 5, 9, 27, 30, 32, 35-36, 40, 42-47, 60, 62, 64, 65, 70, 72, 80, 85, 241-242, 291 | \$0.2268 | \$0.2068 |
| Poland | | 48 | N/A | \$0.1028 | \$0.0828 |
| Poland - Krakow | | 48 | 12 | \$0.1016 | \$0.0816 |
| Poland - Mobile Special/Services | | 48 | 50, 60, 90, 701 | \$0.3996 | \$0.3796 |

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ReQwest Switchless Reseller

International Termination Rates

| Country | NPA | Country Code | City/Mobile Code(s) | 1+ (OUTBOUND) RATES | |
|--|-----|--------------|--|---------------------|-----------|
| | | | | SWITCHED | DEDICATED |
| Poland - Warsaw | | 48 | 22 | \$0.0800 | \$0.0600 |
| Portugal | | 351 | N/A | \$0.1164 | \$0.0964 |
| Portugal - Lisbon | | 351 | 1 | \$0.0732 | \$0.0532 |
| Portugal - Mobile/Special Services | | 351 | 9, 60, 64, 676 | \$0.3044 | \$0.2844 |
| Qatar | | 974 | N/A | \$0.4760 | \$0.4560 |
| Qatar - Mobile/Special Services | | 974 | 22, 53, 55, 58-59 | \$0.4760 | \$0.4560 |
| Reunion Island | | 262 | N/A | \$0.2592 | \$0.2392 |
| Romania | | 40 | N/A | \$0.2180 | \$0.1980 |
| Romania - Bucharest | | 40 | 1 | \$0.1080 | \$0.0880 |
| Romania - Mobile/Special Services | | 40 | 7, 9 | \$0.2132 | \$0.1932 |
| Russia | | 7 | N/A | \$0.1484 | \$0.1284 |
| Russia - Moscow | | 7 | 095 | \$0.0572 | \$0.0372 |
| Russia - St. Petersburg | | 7 | 812 | \$0.0728 | \$0.0528 |
| Russia - Overlay | | 7 | 500-569, 572-599 | \$0.1484 | \$0.1284 |
| Russia - Mobile/Special Services | | 7 | 901-903 | \$0.1392 | \$0.1192 |
| Rwanda | | 250 | N/A | \$0.2732 | \$0.2532 |
| San Marino | | 378 | N/A | \$0.0860 | \$0.0660 |
| San Marino - Mobile/Special Services | | 378 | 6 | \$0.0860 | \$0.0660 |
| Sao Tome | | 239 | N/A | \$1.1964 | \$1.1764 |
| Saudi Arabia | | 966 | N/A | \$0.3684 | \$0.3484 |
| Saudi Arabia - Mobile/Special Services | | 966 | 54-55, 94-95 | \$0.3684 | \$0.3484 |
| Senegal Republic | | 221 | N/A | \$0.3692 | \$0.3492 |
| Senegal Republic - Mobile/Special Services | | 221 | 6 | \$0.3692 | \$0.3492 |
| Seychelles Islands | | 248 | N/A | \$0.4004 | \$0.3804 |
| Seychelles Islands - Mobile/Special Services | | 248 | 5, 7 | \$0.4004 | \$0.3804 |
| Sierra Leone | | 232 | N/A | \$0.4632 | \$0.4432 |
| Sierra Leone - Freetown | | 232 | 22 | \$0.4676 | \$0.4476 |
| Singapore | | 65 | N/A | \$0.0500 | \$0.0300 |
| Singapore - Mobile/Special Services | | 65 | 9 | \$0.0732 | \$0.0532 |
| Slovak Republic | | 421 | N/A | \$0.1944 | \$0.1744 |
| Slovak Republic - Mobile/Special Services | | 421 | 9 | \$0.1944 | \$0.1744 |
| Slovenia | | 386 | N/A | \$0.2244 | \$0.2044 |
| <u>Slovenia - Mobile/Special Services</u> | | 386 | 4, 5, 7, 31, 51, 609 | \$0.2244 | \$0.2044 |
| Solomon Islands | | 677 | N/A | \$1.0848 | \$1.0648 |
| Solomon Islands - Mobile/Special Services | | 677 | 1, 8, 9 | \$1.0848 | \$1.0648 |
| Somalia | | 252 | N/A | \$1.6368 | \$1.6168 |
| South Africa | | 27 | N/A | \$0.1592 | \$0.1392 |
| South Africa - Capetown | | 27 | 21 | \$0.1496 | \$0.1296 |
| South Africa - Johannesburg | | 27 | 11 | \$0.1496 | \$0.1296 |
| South Africa - Mobile/Special Services | | 27 | 72-73, 81-84 | \$0.3192 | \$0.2992 |
| Spain | | 34 | N/A | \$0.0500 | \$0.0300 |
| Spain - Barcelona | | 34 | 93 | \$0.0624 | \$0.0424 |
| Spain - Madrid | | 34 | 91 | \$0.0500 | \$0.0300 |
| Spain - Mobile/Special Services | | 34 | 6 | \$0.3180 | \$0.2980 |
| Sri Lanka | | 94 | N/A | \$0.5112 | \$0.4912 |
| Sri Lanka - Mobile/Special Services | | 94 | 7 | \$0.5112 | \$0.4912 |
| St. Helena | | 290 | N/A | \$0.7332 | \$0.7132 |
| St. Kitts/Nevis | 869 | | N/A | \$0.3204 | \$0.3004 |
| St. Lucia | 758 | | N/A | \$0.3180 | \$0.2980 |
| St. Pierre/Miquelon | | 508 | N/A | \$0.2664 | \$0.2464 |
| St. Vincent/Grenadines | 784 | | N/A | \$0.3632 | \$0.3432 |
| Sudan | | 249 | N/A | \$0.3572 | \$0.3372 |
| Suriname | | 597 | N/A | \$0.5820 | \$0.5620 |
| Suriname - Mobile/Special Services | | 597 | 1, 7, 8 | \$0.5820 | \$0.5620 |
| Swaziland | | 268 | N/A | \$0.1740 | \$0.1540 |
| Sweden | | 46 | N/A | \$0.0416 | \$0.0216 |
| Sweden - Mobile/Special Services | | 46 | 10, 20, 70-73, 77, 900, 939, 944 | \$0.3648 | \$0.3448 |
| Sweden - Stockholm | | 46 | 8 | \$0.0492 | \$0.0292 |
| Switzerland | | 41 | N/A | \$0.0524 | \$0.0324 |
| Switzerland - Mobile/Special Services | | 41 | 20, 40, 50, 70-71, 74, 76-80, 84, 86, 89-90, 98-99 | \$0.3356 | \$0.3156 |
| Syrian Arab Republic | | 963 | N/A | \$0.5252 | \$0.5052 |
| Taiwan | | 886 | N/A | \$0.0776 | \$0.0576 |
| Taiwan - Mobile/Special Services | | 886 | 9, 60 | \$0.1668 | \$0.1468 |
| Taiwan - Tainan | | 886 | 6 | \$0.0776 | \$0.0576 |
| Taiwan - Taipei | | 886 | 2 | \$0.0696 | \$0.0496 |
| Tajikistan | | 992 | 364, 377, 379, 431, 433 | \$0.3624 | \$0.3424 |
| Tajikistan - Mobile/Special Services | | 992 | 91 | \$0.3624 | \$0.3424 |
| Tanzania | | 255 | N/A | \$0.3716 | \$0.3516 |
| Thailand | | 66 | N/A | \$0.2300 | \$0.2100 |
| Thailand - Bangkok | | 66 | 2 | \$0.0956 | \$0.0756 |
| Thailand - Mobile/Special Services | | 66 | 1, 9 | \$0.2300 | \$0.2100 |
| Togo | | 228 | N/A | \$0.4496 | \$0.4296 |
| Tokelau | | 690 | N/A | \$0.6120 | \$0.5920 |
| Tokelau - Mobile/Special Services | | 690 | 5-8 | \$0.6120 | \$0.5920 |
| Tonga Islands | | 676 | N/A | \$0.5880 | \$0.5680 |
| Tonga Islands - Mobile/Special Services | | 676 | 56 | \$0.5880 | \$0.5680 |
| Trinidad & Tobago | 868 | | N/A | \$0.3492 | \$0.3292 |
| Trinidad & Tobago - Mobile/Special Services | 868 | | 68, 678 | \$0.3492 | \$0.3292 |
| Tunisia | | 216 | N/A | \$0.3504 | \$0.3304 |
| Tunisia - Mobile/Special Services | | 216 | 52, 72 | \$0.3504 | \$0.3304 |



ReQwest Switchless Reseller

International Termination Rates

| Country | NPA | Country Code | City/Mobile Code(s) | 1+ (OUTBOUND) RATES | |
|---|-----|--------------|-----------------------------|---------------------|-----------|
| | | | | SWITCHED | DEDICATED |
| Turkey | | 90 | N/A | \$0.2628 | \$0.2428 |
| Turkey - Istanbul | | 90 | 212, 216 | \$0.1280 | \$0.1080 |
| Turkey - Mobile/Special Services | | 90 | 5, 900 | \$0.2876 | \$0.2676 |
| Turkmenistan | | 993 | N/A | \$0.3212 | \$0.3012 |
| Turkmenistan - Mobile/Special Services | | 993 | 31-34 | \$0.3212 | \$0.3012 |
| Turks & Caicos | 649 | | N/A | \$0.2960 | \$0.2760 |
| Tuvalu | | 688 | N/A | \$1.0704 | \$1.0504 |
| Tuvalu - Mobile/Special Services | | 688 | 6-8 | \$1.0704 | \$1.0504 |
| Uganda | | 256 | N/A | \$0.2180 | \$0.1980 |
| Uganda - Mobile/Special Services | | 256 | 75, 77, 78 | \$0.2180 | \$0.1980 |
| Ukraine | | 380 | N/A | \$0.2808 | \$0.2608 |
| Ukraine - Kiev | | 380 | 44 | \$0.2388 | \$0.2188 |
| Ukraine Mobile/Special Services | | 380 | 50, 6 | \$0.2268 | \$0.2068 |
| United Arab Emirates | | 971 | N/A | \$0.3600 | \$0.3400 |
| United Arab Emirates - Mobile/Special Services | | 971 | 50 | \$0.3600 | \$0.3400 |
| United Kingdom | | 44 | N/A | \$0.0540 | \$0.0340 |
| United Kingdom - Audiotext | | 44 | 700, 707 | \$0.3548 | \$0.3348 |
| United Kingdom - London | | 44 | 207, 208 | \$0.0540 | \$0.0340 |
| United Kingdom - Mobile/Special Services | | 44 | 0, 3-9 | \$0.3072 | \$0.2872 |
| Uruguay | | 598 | N/A | \$0.3120 | \$0.2920 |
| Uruguay - Mobile/Special Services | | 598 | 2, 9 | \$0.3120 | \$0.2920 |
| Uzbekistan | | 998 | N/A | \$0.2660 | \$0.2460 |
| Vanuatu, Republic of | | 678 | N/A | \$1.9860 | \$1.9660 |
| Vanatu - Mobile/Special Services | | 678 | 5-7 | \$1.9860 | \$1.9660 |
| Venezuela | | 58 | N/A | \$0.2808 | \$0.2608 |
| Venezuela - Caracas | | 58 | 2 | \$0.1376 | \$0.1176 |
| Venezuela - Mobile/Special Services | | 58 | 12, 14-18, 23, 412, 414-418 | \$0.4476 | \$0.4276 |
| Vietnam | | 84 | N/A | \$0.6504 | \$0.6304 |
| Vietnam - Ho Chi Min City | | 84 | 8 | \$0.7404 | \$0.7204 |
| Vietnam - Mobile/Special Services | | 84 | 9, 80, 81, 85, 88, 89 | \$0.6864 | \$0.6664 |
| Wallis & Futuna Islands | | 681 | N/A | \$1.6524 | \$1.6324 |
| Western Samoa | | 685 | N/A | \$0.4572 | \$0.4372 |
| Yemen Arab Republic | | 967 | N/A | \$0.6960 | \$0.6760 |
| Yugoslavia (incl. Serbia) | | 381 | N/A | \$0.2328 | \$0.2128 |
| Yugoslavia Mobile/Special Services/Special Services | | 381 | 6,16 | \$0.2328 | \$0.2128 |
| Zaire, Republic of | | 243 | N/A | \$0.4416 | \$0.4216 |
| Zaire, Republic of - Mobile/Special Services | | 243 | 22, 78, 81, 84, 88, 97-99 | \$0.4428 | \$0.4228 |
| Zambia | | 260 | N/A | \$0.2036 | \$0.1836 |
| Zimbabwe | | 263 | N/A | \$0.1220 | \$0.1020 |
| Zimbabwe- Mobile/Special Services | | 263 | 11, 23, 91 | \$0.1220 | \$0.1020 |

BOLD changes indicate Increases

Bold Italicized changes indicate Decreases

Underline indicates new or changed city codes/rates



**ReQwest Blended
Switchless Reseller
International Toll Free Service (ITFS) &
Universal International Freephone Number (UIFN)**

| Originating Country | Country Code | ITFS Available | UIFN Available | ITFS/UIFN Base Rates | |
|------------------------|-----------------|-------------------|-------------------|----------------------|-----------|
| | | | | Switched | Dedicated |
| Australia | 61 | X | X | \$0.493 | \$0.458 |
| Belgium | 32 | X | X | \$0.514 | \$0.479 |
| Denmark | 45 | X | X | \$0.482 | \$0.447 |
| Finland | 358 | X | X | \$0.591 | \$0.556 |
| France | 33 | X | X | \$0.438 | \$0.403 |
| Germany | 49 | X | X | \$0.389 | \$0.354 |
| Hong Kong | 852 | X | X | \$0.797 | \$0.762 |
| Hungary | 36 | X | X | \$0.721 | \$0.686 |
| Ireland | 353 | X | X | \$0.591 | \$0.556 |
| Israel | 972 | X | | \$0.721 | \$0.686 |
| Italy | 39 | X | X | \$0.427 | \$0.392 |
| Japan | 81 | X | X | \$0.623 | \$0.588 |
| Korea, South | 82 | X | X | \$1.040 | \$1.005 |
| Luxembourg | 352 | X | X | \$0.678 | \$0.643 |
| Netherlands | 31 | X | X | \$0.514 | \$0.479 |
| New Zealand | 64 | X | X | \$0.612 | \$0.577 |
| Norway | 47 | X | X | \$0.656 | \$0.621 |
| Sweden | 46 | X | X | \$0.471 | \$0.436 |
| Switzerland | 41 | X | X | \$0.558 | \$0.523 |
| Thailand | 66 | X | X | \$1.069 | \$1.034 |
| United Kingdom | 44 | X | X | \$0.493 | \$0.458 |



ReQwest Blended Switchless Reseller Enhanced Toll Free Features

| Originating Features | NRC | MRC | Description |
|---------------------------------|-----------|-----------|---|
| Extended Call Coverage Option 1 | No charge | No charge | Allows calls to originate from Alaska & Hawaii. |
| Extended Call Coverage Option 2 | No charge | No charge | Allows calls to originate from Puerto Rico & USVI |
| Canadian Origination | No charge | No charge | Allows calls to originate from Canada (choose any or all area |
| Tailored Call Coverage | No charge | No charge | Allows calls to be blocked from specific states or NPAs. |

| Routing Features | NRC | MRC | Description |
|-------------------------------|----------------|----------------------|--|
| Day of Week Routing | \$50 per order | \$75 per arrangement | Routes calls placed on an 8XX number to different terminating locations based on the day of the week. |
| Holiday Routing | \$50 per order | \$75 per arrangement | Routes calls placed on an 8XX number to different terminating locations on several US holidays. |
| Time of Day Routing | \$50 per order | \$75 per arrangement | Routes calls placed on an 8XX number to different terminating locations based on time of day. |
| Percentage Allocation Routing | \$50 per order | \$75 per arrangement | Routes calls placed on an 8XX number to up to 8 different terminating locations based on whole number percentages |
| Geographical routing | \$50 per order | \$75 per arrangement | Routes calls placed on an 8XX number to the customer's chosen location based on the originating NPA of the caller. |

| Terminating Features | NRC | MRC | Description |
|------------------------------|------------------|----------------------|--|
| Direct Termination Overflow | \$50 per order | \$75 per arrangement | Allows a dedicated access line customer to control potential congestion of calls placed on an 8XX number by sending overflow calls to another 8XX trunk group, WATS access line, dedicated access line, or business line. |
| Dialed Number Identification | \$500 per order | no charge | Allows a dedicated access customer to receive calls from multiple 800 numbers on the same terminating trunk group by sending special identification digits along with the 800 call to the customer site. Customer must have proper |
| Real Time ANI | \$50 per trk grp | \$50 per trk grp | Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Currently provided via in-band signalling. |



**ReQwest Blended
Switchless Reseller
Domestic Calling Card Service**

Calling Card Base Rates

| From | To | | | | | |
|----------------|----------------|----------|----------|-----------|----------|----------------|
| | Continental US | AK & HI | Canada | PR & USVI | Guam | N. Mariana Is. |
| Continental US | \$0.0730 | \$0.2500 | \$0.0770 | \$0.1060 | \$0.1940 | \$0.2160 |
| AK & HI | \$0.2900 | \$0.3700 | \$0.4600 | \$0.3700 | \$0.2880 | \$0.3100 |
| Canada | \$0.1740 | \$0.7000 | \$0.1840 | \$0.2440 | \$0.2140 | \$0.2360 |
| PR & USVI | \$0.1250 | \$0.3400 | \$0.2550 | \$0.4020 | \$0.2230 | \$0.2450 |

Billing Increments (in initial & additional second increments)

| From | To | | | | | |
|----------------|----------------|---------|--------|-----------|------|----------------|
| | Continental US | AK & HI | Canada | PR & USVI | Guam | N. Mariana Is. |
| Continental US | 6/6 | 6/6 | 30/6 | 6/6 | 6/6 | 6/6 |
| AK & HI | 6/6 | 6/6 | 30/6 | 6/6 | 6/6 | 6/6 |
| Canada | 30/6 | 30/6 | 30/6 | 30/6 | 30/6 | 30/6 |
| PR & USVI | 6/6 | 6/6 | 30/6 | 6/6 | 6/6 | 6/6 |

Federal law prohibits Qwest from providing interLATA services in the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. Specifically, Qwest cannot provide interLATA calling card service originating in these states. Calls originating in these states will be carried by Touch America.

A \$1.00 surcharge will be applied per operator assisted call originating from the Continental United States in addition to any applicable metered charges for the call.



ReQwest Switchless Reseller

US to International Calling Card Rates

| Country | NPA | Country Code | City/Mobile Code(s) | Rate |
|--|-----|--------------|--|----------|
| Afghanistan | | 93 | N/A | \$1.0916 |
| Albania | | 355 | N/A | \$0.3004 |
| Algeria | | 213 | N/A | \$0.3608 |
| Algeria - Mobile/Special Services | | 213 | 61,98-99 | \$0.3368 |
| American Samoa | | 684 | N/A | \$0.2216 |
| Andorra | | 376 | N/A | \$0.2972 |
| Andorra - Mobile/Special Services | | 376 | 3 | \$0.2972 |
| Angola | | 244 | N/A | \$0.3896 |
| Angola - Mobile/Special Services | | 244 | 95 | \$0.3896 |
| Anguilla | 264 | | N/A | \$0.3904 |
| Antarctica | | 672 | N/A | \$0.6800 |
| Antigua | 268 | | N/A | \$0.4136 |
| Argentina | | 54 | N/A | \$0.2044 |
| Argentina - Buenos Aires | | 54 | 10-13, 17-18 | \$0.1496 |
| Argentina - Mobile/Special Services | | 54 | 14-16, 19-22, 26, 28, 30, 34, 40, 414, 1115, 1140-1141, 1143-1146, 1148-1149, 1152-1153 | \$0.2188 |
| Armenia | | 374 | N/A | \$0.4112 |
| Armenia - Mobile/Special Services | | 374 | 1 | \$0.4112 |
| Aruba | | 297 | N/A | \$0.2996 |
| Ascension Island | | 247 | N/A | \$0.9152 |
| Australia | | 61 | N/A | \$0.1360 |
| Australia - Melbourne | | 61 | 3 | \$0.1400 |
| Australia - Mobile/Special Services | | 61 | 1, 4, 5, 07, 78-79 | \$0.3508 |
| Australia - Sydney | | 61 | 2 | \$0.1360 |
| Austria | | 43 | N/A | \$0.1348 |
| Austria - Mobile/Special Services | | 43 | 67-69, 454, 650, 660-661, 663-669 | \$0.3308 |
| Austria - Vienna | | 43 | 1 | \$0.1412 |
| Azerbaijan | | 994 | N/A | \$0.3112 |
| Azerbaijan - Mobile/Special Services | | 994 | 50 | \$0.3112 |
| Bahamas | 242 | | N/A | \$0.2588 |
| Bahrain | | 973 | N/A | \$0.3640 |
| Bahrain - Mobile/Special Services | | 973 | 945-947 | \$0.3640 |
| Bangladesh | | 880 | N/A | \$0.5204 |
| Bangladesh - Chittagong | | 880 | 31 | \$0.5060 |
| Bangladesh - Dhaka | | 880 | 2 | \$0.4100 |
| Bangladesh - Mobile/Special Services | | 880 | 1 | \$0.4724 |
| Barbados | 246 | | N/A | \$0.3608 |
| Belarus | | 375 | N/A | \$0.3896 |
| Belarus Mobile/Special Services | | 375 | 29 | \$0.3896 |
| Belgium | | 32 | N/A | \$0.1412 |
| Belgium - Antwerp | | 32 | 30-32, 34-39 | \$0.1400 |
| Belgium - Brussels | | 32 | 2 | \$0.1300 |
| Belgium - Mobile/Special Services | | 32 | 7, 9, 17-18, 33, 45, 47-49, 88, 216, 446 | \$0.4012 |
| Belize | | 501 | N/A | \$0.4036 |
| Benin | | 229 | N/A | \$0.3844 |
| Bermuda | 441 | | N/A | \$0.2288 |
| Bhutan | | 975 | N/A | \$0.3556 |
| Bolivia | | 591 | N/A | \$0.3772 |
| Bolivia - La Paz | | 591 | 2 | \$0.2684 |
| Bolivia - Mobile/Special Services | | 591 | 1, 7, 9 | \$0.4300 |
| Bosnia & Herzegovina | | 387 | N/A | \$0.3184 |
| Bosnia & Herzegovina - Mobile/Special Services | | 387 | 66, 90 | \$0.3184 |
| Botswana | | 267 | N/A | \$0.2584 |
| Brazil | | 55 | N/A | \$0.2128 |
| Brazil - Belo Horizonte | | 55 | 31 | \$0.2156 |
| Brazil - Mobile/Special Services | | 55 | 119, 129, 139, 149, 159, 169, 179, 189, 199, 219, 229, 249, 279, 289, 319, 329, 339, 349, 359, 379, 389, 419, 429, 439, 449, 459, 469, 479, 489, 499, 519, 539, 549, 559, 619, 629, 639, 659, 669, 679, 689, 699, 719, 739, 749, 759, 779, 799, 819, 829, 839, 849, 859, 869, 879, 889, 899, 919, 929, 939, 949, 959, 969, 979, 989, 999, 1181, 1281, 1381, 1481, 1581, 1681, 1781, 1881, 1981, 2188, 2189, 2288, 2289, 2488, 2489, 2788, 2789, 2888, 3189, 3289, 3389, 3489, 3589, 3789, 3889, 5181, 5189, 5389, 5489, 5589, 6181, 6189, 6281, 6289, 6389, 6489, 6589, 6689, 6789, 6889, 6989, 7188, 7388, 7488, 7588, 7788, 7988, 8188, 8288, 8388, 8488, 8588, 8688, 8788, 8888, 8988, 9188, 9189, 9288, 9289, 9388, 9389, 9488, 9489, 9588, 9589, 9688, 9689, 9788, 9888, 9889, 9988, 9989 | \$0.3416 |
| Brazil - Rio de Janeiro | | 55 | 21 | \$0.1384 |
| Brazil - Sao Paulo | | 55 | 11 | \$0.1420 |
| British Virgin Islands | 284 | | N/A | \$0.3512 |
| Brunei | | 673 | N/A | \$0.2560 |
| Brunei - Mobile/Special Services | | 673 | 2, 8, 68 | \$0.2560 |
| Bulgaria | | 359 | N/A | \$0.2692 |
| Bulgaria - Mobile/Special Services | | 359 | 48, 79, 87-89, 98 | \$0.3172 |
| Bulgaria - Sofia | | 359 | 2 | \$0.1948 |
| Burkina Faso | | 226 | N/A | \$0.5096 |
| Burundi | | 257 | N/A | \$0.3464 |
| Burundi - Mobile/Special Services | | 257 | 29 | \$0.3464 |
| Cambodia | | 855 | N/A | \$0.6088 |
| Cambodia - Mobile/Special Services | | 855 | 1 | \$0.7792 |
| Cameroon | | 237 | N/A | \$0.4120 |
| Cameroon - Mobile/Special Services | | 237 | 9 | \$0.4120 |
| Canada | 204 | 1 | N/A | \$0.1304 |
| Canada | 250 | | N/A | \$0.1304 |

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| Country | NPA | Country Code | City/Mobile Code(s) | Rate |
|--|-----|--------------|--|-----------------|
| Canada | 306 | 1 | N/A | \$0.1328 |
| Canada | 403 | 1 | N/A | \$0.1316 |
| Canada | 416 | 1 | N/A | \$0.1316 |
| Canada | 418 | 1 | N/A | \$0.1316 |
| Canada | 450 | 1 | N/A | \$0.1316 |
| Canada | 506 | 1 | N/A | \$0.1340 |
| Canada | 514 | 1 | N/A | \$0.1304 |
| Canada | 519 | 1 | N/A | \$0.1316 |
| Canada | 604 | 1 | N/A | \$0.1304 |
| Canada | 613 | 1 | N/A | \$0.1316 |
| Canada | 647 | 1 | N/A | \$0.1316 |
| Canada | 705 | 1 | N/A | \$0.1316 |
| Canada | 709 | 1 | N/A | \$0.1340 |
| Canada | 780 | 1 | N/A | \$0.1328 |
| Canada | 807 | 1 | N/A | \$0.1352 |
| Canada | 819 | 1 | N/A | \$0.1328 |
| Canada | 867 | 1 | N/A | \$0.1352 |
| Canada | 902 | 1 | N/A | \$0.1328 |
| Canada | 905 | 1 | N/A | \$0.1304 |
| Cape Verde Islands | | 238 | N/A | \$0.4876 |
| Cayman Islands | 345 | | N/A | \$0.2948 |
| Central African Republic | | 236 | N/A | \$0.4052 |
| Chad | | 235 | N/A | \$0.6488 |
| Chad - Mobile/Special Services | | 235 | 24 | \$0.6488 |
| Chile | | 56 | N/A | \$0.1492 |
| Chile - Mobile/Special Services | | 56 | 1, 9, 26-27, 68-69, 300, 568, 569, 700, 800 | \$0.3788 |
| Chile - Santiago | | 56 | 20-25, 28-29 | \$0.1468 |
| China | | 86 | N/A | \$0.2392 |
| China - Beijing | | 86 | 10-12, 14-19 | \$0.2392 |
| China - Canton | | 86 | 20 | \$0.2392 |
| China - Fuzhou | | 86 | 591 | \$0.2392 |
| China - Mobile/Special Services | | 86 | 13, 140, 886 | \$0.2392 |
| China - Shanghai | | 86 | 21 | \$0.2392 |
| Christmas & Cocos Islands | | 672 | 4, 2 | \$0.6800 |
| Colombia | | 57 | N/A | \$0.2420 |
| Colombia - Baranquilla | | 57 | 53 | \$0.2176 |
| Colombia - Bogota | | 57 | 1 | \$0.2228 |
| Colombia - Cali | | 57 | 2 | \$0.2216 |
| Colombia - Medellin | | 57 | 4 | \$0.2408 |
| Colombia - Mobile/Special Services | | 57 | 3 | \$0.2320 |
| Comoros | | 269 | 0-5, 8-9 | \$0.5024 |
| Comoros - Mobile/Special Services | | 269 | 7 | \$0.5024 |
| Congo, Republic of | | 242 | N/A | \$0.3496 |
| Cook Islands | | 682 | N/A | \$4.6100 |
| Cook Islands - Special Services | | 682 | 60-61, 64-65 | \$4.6100 |
| Costa Rica | | 506 | N/A | \$0.2104 |
| Costa Rica - Mobile/Special Services | | 506 | 3, 283-284, 712 | \$0.3044 |
| Croatia | | 385 | N/A | \$0.2792 |
| Croatia - Mobile/Special Services | | 385 | 9 | \$0.4124 |
| Cuba | | 53 | N/A | \$1.0436 |
| Cuba - Guantanamo Bay | | 53 | 9 | \$1.2368 |
| Cyprus | | 357 | N/A | \$0.3248 |
| Cyprus - Mobile/Special Services | | 357 | 9 | \$0.3248 |
| Czech Republic | | 420 | N/A | \$0.1780 |
| Czech Republic - Mobile Special/Services | | 420 | 72-73, 77, 93, 601-606, 609, 961- 966 | \$0.3428 |
| Czech Republic - Prague | | 420 | 2 | \$0.1480 |
| Denmark | | 45 | N/A | \$0.1288 |
| Denmark - Mobile/Special Services | | 45 | 2, 30-31, 40-41, 50-51, 60-61, 70, 77, 88, 90, 922 | \$0.3376 |
| Diego Garcia | | 246 | N/A | \$2.0636 |
| Djibouti | | 253 | N/A | \$0.5404 |
| Djibouti - Mobile/Special Services | | 253 | 80 | \$0.5404 |
| Dominica | 767 | | N/A | \$0.4144 |
| Dominican Republic | 809 | | N/A | \$0.2092 |
| Dominican Republic - Mobile/Special Services | 809 | | 2, 32, 470, 474, 537, 540, 563, 628-635, 683, 695 | \$0.2092 |
| Ecuador | | 593 | N/A | \$0.3740 |
| Ecuador - Guayaquil | | 593 | 4 | \$0.3028 |
| Ecuador - Mobile/Special Services | | 593 | 9 | \$0.4328 |
| Ecuador - Quito | | 593 | 2 | \$0.4028 |
| Egypt | | 20 | N/A | \$0.4240 |
| Egypt - Cairo | | 20 | 2 | \$0.3844 |
| Egypt - Mobile Special/Services | | 20 | 10, 12 | \$0.4036 |
| El Salvador | | 503 | N/A | \$0.2804 |
| El Salvador - Mobile/Special Services | | 503 | 7-9, 38-39 | \$0.3080 |
| Equatorial Guinea | | 240 | N/A | \$0.4408 |
| Eritrea | | 291 | N/A | \$0.7864 |
| Estonia | | 372 | N/A | \$0.2972 |
| Estonia - Mobile/Special Services | | 372 | 5 | \$0.2972 |
| Ethiopia | | 251 | N/A | \$0.7468 |
| Ethiopia - Mobile/Special Services | | 251 | 92 | \$0.7468 |
| Faeroe Islands | | 298 | N/A | \$0.2420 |
| Falkland Islands (Islas Malvinas) | | 500 | N/A | \$0.8024 |



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| Country | NPA | Country Code | City/Mobile Code(s) | Rate |
|--|-----|--------------|---|----------|
| Fiji Islands | | 679 | N/A | \$0.5852 |
| Fiji Islands - Mobile/Special Services | | 679 | 13 | \$0.5852 |
| Finland | | 358 | N/A | \$0.1444 |
| Finland - Mobile Special/Services | | 358 | 4-8, 9600, 9700, 9800 | \$0.3844 |
| France | | 33 | N/A | \$0.1288 |
| France - Mobile/Special Services | | 33 | 6, 890-893, 897-899, 8366 - 8367 | \$0.3952 |
| France - Paris | | 33 | 1 | \$0.1264 |
| French Antilles (incl. Martinique) | | 596 | N/A | \$0.3308 |
| French Guiana | | 594 | N/A | \$0.3260 |
| French Polynesia | | 689 | N/A | \$0.4916 |
| Gabon Republic | | 241 | N/A | \$0.3296 |
| Gabon Republic - Mobile/Special Services | | 241 | 23 - 26 | \$0.3296 |
| Gambia | | 220 | N/A | \$0.4736 |
| Georgia | | 995 | N/A | \$0.2380 |
| Georgia - Mobile/Special Services | | 995 | 321-322, 325, 328 | \$0.2380 |
| Germany | | 49 | N/A | \$0.1364 |
| Germany - Frankfurt | | 49 | 69, 335 | \$0.1364 |
| Germany - Mobile/Special Services | | 49 | 1, 800, 900 | \$0.3640 |
| Ghana | | 233 | N/A | \$0.2980 |
| Ghana - Accra | | 233 | 21 | \$0.2848 |
| Ghana - Mobile/Special Services | | 233 | 20, 24, 27-28 | \$0.3448 |
| Gibraltar | | 350 | N/A | \$0.2456 |
| Gibraltar - Mobile/Special Services | | 350 | 54, 56-58 | \$0.2456 |
| Greece | | 30 | N/A | \$0.1780 |
| Greece - Athens | | 30 | 1 | \$0.1600 |
| Greece - Mobile Special/Services | | 30 | 9 | \$0.3080 |
| Greenland | | 299 | N/A | \$0.5576 |
| Greenland - Mobile/Special Services | | 299 | 5 | \$0.5576 |
| Grenada | 473 | | N/A | \$0.4108 |
| Guadeloupe | | 590 | N/A | \$0.3188 |
| Guatemala | | 502 | N/A | \$0.3512 |
| Guatemala - Mobile/Special Services | | 502 | 20-21, 30-31, 40-41, 50-51, 60-61, 70-71, 81, 90-91, 228, 328, 428, 528, 628, 728, 828, 928 | \$0.3640 |
| Guinea | | 224 | N/A | \$0.4040 |
| Guinea-Bissau | | 245 | N/A | \$0.9284 |
| Guinea-Bissau - Mobile | | 245 | 29 | \$0.9284 |
| Guyana | | 592 | N/A | \$0.7256 |
| Guyana - Mobile/Special Services | | 592 | 1-2, 5-6, 48, 2888 | \$0.7256 |
| Haiti | | 509 | N/A | \$0.3568 |
| Haiti - Mobile | | 509 | 3-4, 90, 92, 251 | \$0.6824 |
| Haiti - Special Services | | 509 | 5 | \$0.5696 |
| Honduras | | 504 | N/A | \$0.5356 |
| Honduras - Mobile/Special Services | | 504 | 1 | \$0.5356 |
| Hong Kong | | 852 | N/A | \$0.1580 |
| Hong Kong - Mobile/Special Services | | 852 | 6, 8, 9, 17, 48, 49 | \$0.1580 |
| Hungary | | 36 | N/A | \$0.1972 |
| Hungary - Budapest | | 36 | 1 | \$0.1792 |
| Hungary - Mobile/Special Services | | 36 | 2, 3, 6, 40, 70, 90 | \$0.3848 |
| Iceland | | 354 | N/A | \$0.1688 |
| Iceland - Mobile/Special Services | | 354 | 9, 39, 62-69, 82, 84-87, 89, 388 | \$0.2660 |
| India | | 91 | N/A | \$0.5912 |
| India - Ahmedabad | | 91 | 79 | \$0.6008 |
| India - Bangalore | | 91 | 80 | \$0.6068 |
| India - Bombay | | 91 | 22 | \$0.6248 |
| India - Calcutta | | 91 | 33 | \$0.5840 |
| India - Hyderabad | | 91 | 40 | \$0.5720 |
| India - Madras | | 91 | 44 | \$0.5012 |
| India - Mobile/Special Services | | 91 | 98 | \$0.6016 |
| India - New Delhi | | 91 | 11 | \$0.5972 |
| India - Pune (Poona) | | 91 | 20 | \$0.6164 |
| India - Punjab | | 91 | 16-18, 9814 | \$0.5972 |
| Indonesia | | 62 | N/A | \$0.2144 |
| Indonesia - Jakarta | | 62 | 21 | \$0.1600 |
| Indonesia - Mobile/Special Services | | 62 | 8 | \$0.3116 |
| INMARSAT - Atlantic East | | 871 | N/A | \$5.0576 |
| INMARSAT - Atlantic West | | 874 | N/A | \$4.7696 |
| INMARSAT - Indian | | 873 | N/A | \$4.6364 |
| INMARSAT - Pacific | | 872 | N/A | \$4.9112 |
| Iran | | 98 | N/A | \$0.3508 |
| Iran - Mobile/Special Services | | 98 | 11 | \$0.3508 |
| Iraq | | 964 | N/A | \$0.7448 |
| Ireland | | 353 | N/A | \$0.1300 |
| Ireland - Dublin | | 353 | 1 | \$0.1300 |
| Ireland - Mobile/Special Services | | 353 | 8, 15, 386-388 | \$0.3776 |
| Iridium | | 881 | N/A | \$2.6000 |
| Israel | | 972 | N/A | \$0.1708 |
| Israel - Mobile/Special Services | | 972 | 5, 67 | \$0.2920 |
| Israel - Tel Aviv | | 972 | 3 | \$0.1832 |
| Italy | | 39 | N/A | \$0.1336 |
| Italy - Milan | | 39 | 02, 2 | \$0.1324 |
| Italy - Mobile/Special Services | | 39 | 3 | \$0.3820 |

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| Country | NPA | Country Code | City/Mobile Code(s) | Rate |
|--|-----|--------------|---|----------|
| Italy - Rome | | 39 | 06, 6 | \$0.1448 |
| Ivory Coast | | 225 | N/A | \$0.1552 |
| Ivory Coast - Mobile/Special Services | | 225 | 0, 8, 9 | \$0.1552 |
| Jamaica | 876 | | N/A | \$0.4144 |
| Jamaica - Mobile/Special Services | 876 | | 301-304, 360-389, 420-429, 490-494, 700, 707, 770-799, 804-809, 812-859, 909, 919, 990, 995, 997, 999 | \$0.4144 |
| Japan | | 81 | N/A | \$0.1592 |
| Japan - Mobile/Special Services | | 81 | 10, 20, 30-31, 40, 50, 60-61, 70, 80, 90 | \$0.3704 |
| Japan - Osaka | | 81 | 62-69 | \$0.1592 |
| Japan - Military | | 81 | 3117, 6117 | \$0.1652 |
| Japan - Sapporo | | 81 | 11 | \$0.1592 |
| Japan - Tokyo | | 81 | 3 | \$0.1580 |
| Jordan | | 962 | N/A | \$0.4508 |
| Jordan - Amman | | 962 | 6 | \$0.3436 |
| Jordan - Mobile/Special Services | | 962 | 77, 79 | \$0.3712 |
| Kazakhstan | | 7 | 102, 142, 252, 310-332, 334-336 | \$0.3560 |
| Kazakhstan - Mobile/Special Services | | 7 | 300, 333, 570-571 | \$0.3560 |
| Kenya | | 254 | N/A | \$0.3892 |
| Kenya - Nairobi | | 254 | 2 | \$0.2980 |
| Kenya - Mobile/Special Services | | 254 | 71-73 | \$0.3704 |
| Kiribati | | 686 | N/A | \$0.8360 |
| Kiribati - Mobile/Special Services | | 686 | 0 | \$0.8360 |
| Korea, North | | 850 | N/A | \$0.8372 |
| Korea, South | | 82 | N/A | \$0.1520 |
| Korea, South - Mobile/Special Services | | 82 | 11, 12, 16-19, 27, 67 | \$0.2492 |
| Korea, South - Seoul | | 82 | 2 | \$0.1604 |
| Kuwait | | 965 | N/A | \$0.2644 |
| Kuwait - Mobile/Special Services | | 965 | 2-9 | \$0.2716 |
| Kyrgyzstan | | 996 | 2, 992, 3322 | \$0.4072 |
| Kyrgyzstan - Mobile/Special Services | | 996 | 3 | \$0.3644 |
| Laos | | 856 | N/A | \$0.4588 |
| Latvia | | 371 | N/A | \$0.3344 |
| Latvia - Mobile/Special Services | | 371 | 9, 60-68, 88 | \$0.3728 |
| Lebanon | | 961 | N/A | \$0.4412 |
| Lebanon - Mobile/Special Services | | 961 | 3 | \$0.4960 |
| Lesotho | | 266 | N/A | \$0.2788 |
| Liberia | | 231 | N/A | \$0.3496 |
| Libya | | 218 | N/A | \$0.3376 |
| Liechtenstein | | 423 | N/A | \$0.1760 |
| Lithuania | | 370 | N/A | \$0.3200 |
| Lithuania Mobile/Special Services | | 370 | 8, 9, 61, 65, 67-69, 90, 98, 99 | \$0.3200 |
| Luxembourg | | 352 | N/A | \$0.3344 |
| Luxembourg - Mobile/Special Services | | 352 | 21, 28, 91, 98 | \$0.3344 |
| Macau | | 853 | N/A | \$0.3740 |
| Macedonia | | 389 | N/A | \$0.3820 |
| Madagascar | | 261 | N/A | \$0.5312 |
| Madagascar - Mobile/Special Services | | 261 | 3, 7 | \$0.5132 |
| Malawi | | 265 | N/A | \$0.2344 |
| Malawi - Mobile/Special Services | | 265 | 9 | \$0.2344 |
| Malaysia | | 60 | N/A | \$0.1684 |
| Malaysia - Kuala Lumpur | | 60 | 3 | \$0.1532 |
| Malaysia - Mobile/Special Services | | 60 | 1 | \$0.2492 |
| Maldives | | 960 | N/A | \$0.6484 |
| Maldives - Special Services | | 960 | 95 | \$0.6484 |
| Mali Republic | | 223 | N/A | \$0.5164 |
| Malta | | 356 | N/A | \$0.2768 |
| Marshall Islands | | 692 | N/A | \$0.6488 |
| Mauritania | | 222 | N/A | \$0.4604 |
| Mauritius | | 230 | N/A | \$0.5464 |
| Mayotte Island | | 269 | 6 | \$0.3392 |
| Mayotte Island - Mobile/Special Services | | 269 | 7 | \$0.3392 |
| Mexico - Acapulco (10 digit dialing) | | 52 | 7440 - 7449 | \$0.2204 |
| Mexico - Aguascalientes (10 digit dialing) | | 52 | 4490 - 4499 | \$0.2408 |
| Mexico - Celaya (10 digit dialing) | | 52 | 4610 - 4619 | \$0.2108 |
| Mexico - Chihuahua (10 digit dialing) | | 52 | 6140 - 6149 | \$0.2228 |
| Mexico - Cuernavaca (10 digit dialing) | | 52 | 7770 - 7779 | \$0.2204 |
| Mexico - Ciudad Juarez (10 digit dialing) | | 52 | 6560 - 6569 | \$0.2156 |
| Mexico - Guadalajara (10 digit dialing) | | 52 | 3300 - 3399 | \$0.1844 |
| Mexico - Irapuato (10 digit dialing) | | 52 | 4620 - 4629 | \$0.2240 |
| Mexico - Leon (10 digit dialing) | | 52 | 4770 - 4779 | \$0.1856 |
| Mexico - Mexico City (10 digit dialing) | | 52 | 5500 - 5513, 5515-5518, 5520, 5523, 5524, 5527 - 5529, 5532 - 5549, 5556 - 5557, 5560 - 5584, 5586- 5590, 5592 - 5599 | \$0.1372 |
| Mexico - Mexico City Cellular (10 digit dialing) | | 52 | 5514, 5519, 5521-5522, 5525-5526, 5530-5531, 5550-5555, 5558-5559, 5585, 5591 | \$0.1808 |
| Mexico - Monterey (10 digit dialing) | | 52 | 8100-8180, 8185, 8188-8199 | \$0.1748 |
| Mexico - Puebla (10 digit dialing) | | 52 | 2220-2229 | \$0.1820 |
| Mexico - Queretaro (10 digit dialing) | | 52 | 4420-4429 | \$0.2396 |
| Mexico - San Luis Potisi (10 digit dialing) | | 52 | 4440-4449 | \$0.1976 |
| Mexico - Tepatitlan (10 digit dialing) | | 52 | 3780-3789 | \$0.2504 |
| Mexico - Tijuana (10 digit dialing) | | 52 | 6640-6649 | \$0.2192 |
| Mexico - Torreon (10 digit dialing) | | 52 | 8710-8719 | \$0.2204 |

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| Country | NPA | Country Code | City/Mobile Code(s) | Rate |
|--|-----|--------------|---|----------|
| Mexico On-Net A (10 digit dialing) | | 52 | 2710-2729, 3110-3129, 3510-3529, 3920-3929, 4520-4529, 4730-4739, 4930-4939, 5950-5959, 6180-6189, 6220-6229, 6440-6449, 6680-6699, 7220-7229, 7350-7359, 7750-7759, 8340-8349, 8440, 8660-8689, 8990-8999, 9210-9219, 9510-9519, 9610-9619 | \$0.2228 |
| Mexico On-Net B (10 digit dialing) | | 52 | 2280-2299, 2310-2329, 2380-2389, 2410-2419, 2840-2842, 2848-2849, 2870-2889, 2941-2949, 3130-3149, 3170-3179, 3220-3259, 3410-3419, 3540-3569, 3740-3749, 3810-3819, 3840-3849, 3890-3899, 3930-3939, 4151-4159, 4270-4279, 4340-4369, 4380-4389, 4430-4439, 4450-4459, 4510-4519, 4530-4539, 4630-4649, 4660-4669, 4690-4699, 4720-4729, 4740-4759, 4810-4819, 4880-4889, 4920-4929, 4940-4949, 4980-4989, 5910-5919, 6120-6139, 6150-6169, 6240-6279, 6310-6349, 6360-6379, 6390-6399, 6410-6429, 6450-6489, 6530-6539, 6610-6629, 6650-6659, 6730-6749, 6760-6769, 6870-6879, 7120-7159, 7210-7219, 7260-7289, 7320-7339, 7360-7369, 7410-7429, 7470-7479, 7530-7589, 7620-7629, 7710-7739, 7790-7799, 7820-7839, 7860-7869, 7910-7919, 8210-8219, 8230-8239, 8260-8269, 8280-8299, 8310-8319, 8330-8339, 8360-8369, 8410-8429, 8610-8629, 8770-8789, 8910-8929, 9160-9179, 9220-9229, 9380-9389, 9580-9589, 9620-9629, 9650-9659, 9670-9689, 9710-9719, 9810-9819, 9830-9839, 9860-9879, 9930-9939, 9980-9999 | \$0.2360 |
| Mexico (10 digit dialing) | | 52 | N/A | \$0.2456 |
| Micronesia | | 691 | N/A | \$0.8368 |
| Moldova | | 373 | N/A | \$0.3076 |
| Moldova - Mobile/Special Services | | 373 | 8, 9 | \$0.3076 |
| Monaco | | 377 | N/A | \$0.2840 |
| Monaco - Mobile/Special Services | | 377 | 3, 4, 6, 7 | \$0.4456 |
| Mongolia | | 976 | N/A | \$0.4424 |
| Montserrat | 664 | | N/A | \$0.4532 |
| Morocco | | 212 | N/A | \$0.4984 |
| Morocco Mobile/Special Services | | 212 | 1, 6 | \$0.5060 |
| Mozambique | | 258 | N/A | \$0.4012 |
| Mozambique - Mobile/Special Services | | 258 | 82 | \$0.4012 |
| Myanmar (Formerly Burma) | | 95 | N/A | \$0.6412 |
| Namibia | | 264 | N/A | \$0.2584 |
| Nauru | | 674 | N/A | \$1.0136 |
| Nauru - Mobile/Special Services | | 674 | 8 | \$1.0136 |
| Nepal | | 977 | N/A | \$0.7304 |
| Netherlands | | 31 | N/A | \$0.1312 |
| Netherlands - Amsterdam | | 31 | 20 | \$0.1228 |
| Netherlands - Mobile/Special Services | | 31 | 6, 8, 9 | \$0.4364 |
| Netherlands Antilles | | 599 | N/A | \$0.3172 |
| Netherlands Antilles - Curacao | | 599 | 9 | \$0.3172 |
| Netherlands Antilles - Mobile/Special Services | | 599 | 2, 5-7, 41, 95-96 | \$0.5288 |
| New Caledonia | | 687 | N/A | \$0.5120 |
| New Zealand | | 64 | N/A | \$0.1336 |
| New Zealand - Mobile/Special Services | | 64 | 8, 21-29, 900 | \$0.3572 |
| Nicaragua | | 505 | N/A | \$0.4252 |
| Nicaragua - Mobile/Special Services | | 505 | 3, 6-9, 50, 55, 532 | \$0.3904 |
| Niger Republic | | 227 | N/A | \$0.3964 |
| Niger Republic - Mobile/Special Services | | 227 | 90 | \$0.3964 |
| Nigeria | | 234 | N/A | \$0.6368 |
| Nigeria - Lagos | | 234 | 1 | \$0.2692 |
| Nigeria - Mobile/Special Services | | 234 | 90, 470, 774 | \$0.6368 |
| Niue | | 683 | N/A | \$1.8896 |
| Niue - Mobile/Special Services | | 683 | 2, 5, 7-9 | \$1.8896 |
| Norfolk Island | | 672 | 3 | \$0.6800 |
| Norway | | 47 | N/A | \$0.1300 |
| Norway - Mobile/Special Services | | 47 | 4, 8, 9 | \$0.3272 |
| Oman | | 968 | N/A | \$0.4816 |
| Oman - Mobile/Special Services | | 968 | 93 | \$0.4816 |
| Pakistan | | 92 | N/A | \$0.5968 |
| Pakistan - Lahore | | 92 | 42 | \$0.5624 |
| Pakistan - Karachi | | 92 | 21 | \$0.6092 |
| Pakistan - Mobile/Special Services | | 92 | 3 | \$0.6016 |
| Palau, Republic of | | 680 | N/A | \$0.7880 |
| Panama | | 507 | N/A | \$0.3376 |
| Panama - Mobile/Special Services | | 507 | 6, 8, 208-209, 218-219, 408, 418, 708, 718 | \$0.5804 |
| Papua New Guinea | | 675 | N/A | \$0.3052 |
| Papua New Guinea - Mobile/Special Services | | 675 | 20 | \$0.3052 |
| Paraguay | | 595 | N/A | \$0.3616 |
| Paraguay - Asuncion | | 595 | 21 | \$0.2296 |
| Paraguay - Mobile/Special Services | | 595 | 9 | \$0.5248 |
| Peru | | 51 | N/A | \$0.2752 |
| Peru - Lima | | 51 | 1 | \$0.1636 |
| Peru - Mobile/Special Services | | 51 | 15-19, 246, 346-347, 349, 446, 449, 546-547, 549, 643-646, 649, 746-747, 749, 846-847, 849, 946-947, 949 | \$0.4856 |
| Philippines | | 63 | N/A | \$0.2644 |
| Philippines - Manila | | 63 | 2 | \$0.2536 |
| Philippines - Mobile/Special Services | | 63 | 5, 9, 27, 30, 32, 35 -36, 40, 42-47, 60, 62, 64, 65, 70, 72, 80, 85, 241-242, 291 | \$0.3068 |
| Poland | | 48 | N/A | \$0.1828 |
| Poland - Krakow | | 48 | 12 | \$0.1816 |
| Poland - Mobile Special/Services | | 48 | 50, 60, 90, 701 | \$0.4796 |
| Poland - Warsaw | | 48 | 22 | \$0.1600 |
| Portugal | | 351 | N/A | \$0.1964 |

Rates Effective: December 13, 2002
QWEST COMMUNICATIONS
CONFIDENTIAL AND PROPRIETARY

RQ 7 Calling Card Release
Version RQ7CC0035SF-1

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ReQwest Switchless Reseller

US to International Calling Card Rates

| Country | NPA | Country Code | City/Mobile Code(s) | Rate |
|--|-----|--------------|--|----------|
| Portugal - Lisbon | | 351 | 1 | \$0.1532 |
| Portugal - Mobile/Special Services | | 351 | 9, 60, 64, 676 | \$0.3844 |
| Qatar | | 974 | N/A | \$0.5560 |
| Qatar - Mobile/Special Services | | 974 | 22, 53, 55, 58-59 | \$0.5560 |
| Reunion Island | | 262 | N/A | \$0.3392 |
| Romania | | 40 | N/A | \$0.2980 |
| Romania - Bucharest | | 40 | 1 | \$0.1880 |
| Romania - Mobile/Special Services | | 40 | 7, 9 | \$0.2932 |
| Russia | | 7 | N/A | \$0.2284 |
| Russia - Moscow | | 7 | 095 | \$0.1372 |
| Russia - St. Petersburg | | 7 | 812 | \$0.1528 |
| Russia - Overlay | | 7 | 500-569, 572-599 | \$0.2284 |
| Russia - Mobile/Special Services | | 7 | 901-903 | \$0.2192 |
| Rwanda | | 250 | N/A | \$0.3532 |
| San Marino | | 378 | N/A | \$0.1660 |
| San Marino - Mobile/Special Services | | 378 | 6 | \$0.1660 |
| Sao Tome | | 239 | N/A | \$1.2764 |
| Saudi Arabia | | 966 | N/A | \$0.4484 |
| Saudi Arabia - Mobile/Special Services | | 966 | 54-55, 94-95 | \$0.4484 |
| Senegal Republic | | 221 | N/A | \$0.4492 |
| Senegal Republic - Mobile/Special Services | | 221 | 6 | \$0.4492 |
| Seychelles Islands | | 248 | N/A | \$0.4804 |
| Seychelles Islands - Mobile/Special Services | | 248 | 5, 7 | \$0.4804 |
| Sierra Leone | | 232 | N/A | \$0.5432 |
| Sierra Leone - Freetown | | 232 | 22 | \$0.5476 |
| Singapore | | 65 | N/A | \$0.1300 |
| Singapore - Mobile/Special Services | | 65 | 9 | \$0.1532 |
| Slovak Republic | | 421 | N/A | \$0.2744 |
| Slovak Republic - Mobile/Special Services | | 421 | 9 | \$0.2744 |
| Slovenia | | 386 | N/A | \$0.3044 |
| Slovenia - Mobile/Special Services | | 386 | 4, 5, 7, 31, 51, 609 | \$0.3044 |
| Solomon Islands | | 677 | N/A | \$1.1648 |
| Solomon Islands - Mobile/Special Services | | 677 | 1, 8, 9 | \$1.1648 |
| Somalia | | 252 | N/A | \$1.7168 |
| South Africa | | 27 | N/A | \$0.2392 |
| South Africa - Capetown | | 27 | 21 | \$0.2296 |
| South Africa - Johannesburg | | 27 | 11 | \$0.2296 |
| South Africa - Mobile/Special Services | | 27 | 72-73, 81-84 | \$0.3992 |
| Spain | | 34 | N/A | \$0.1300 |
| Spain - Barcelona | | 34 | 93 | \$0.1424 |
| Spain - Madrid | | 34 | 91 | \$0.1300 |
| Spain - Mobile/Special Services | | 34 | 6 | \$0.3980 |
| Sri Lanka | | 94 | N/A | \$0.5912 |
| Sri Lanka - Mobile/Special Services | | 94 | 7 | \$0.5912 |
| St. Helena | | 290 | N/A | \$0.8132 |
| St. Kitts/Nevis | 869 | | N/A | \$0.4004 |
| St. Lucia | 758 | | N/A | \$0.3980 |
| St. Pierre/Miquelon | | 508 | N/A | \$0.3464 |
| St. Vincent/Grenadines | 784 | | N/A | \$0.4432 |
| Sudan | | 249 | N/A | \$0.4372 |
| Suriname | | 597 | N/A | \$0.6620 |
| Suriname - Mobile/Special Services | | 597 | 1, 7, 8 | \$0.6620 |
| Swaziland | | 268 | N/A | \$0.2540 |
| Sweden | | 46 | N/A | \$0.1216 |
| Sweden - Mobile/Special Services | | 46 | 10, 20, 70-73, 77, 900, 939, 944 | \$0.4448 |
| Sweden - Stockholm | | 46 | 8 | \$0.1292 |
| Switzerland | | 41 | N/A | \$0.1324 |
| Switzerland - Mobile/Special Services | | 41 | 20, 40, 50, 70-71, 74, 76-80, 84, 86, 89-90, 98-99 | \$0.4156 |
| Syrian Arab Republic | | 963 | N/A | \$0.6052 |
| Taiwan | | 886 | N/A | \$0.1576 |
| Taiwan - Mobile/Special Services | | 886 | 9, 60 | \$0.2468 |
| Taiwan - Tainan | | 886 | 6 | \$0.1576 |
| Taiwan - Taipei | | 886 | 2 | \$0.1496 |
| Tajikistan | | 992 | 364, 377, 379, 431, 433 | \$0.4424 |
| Tajikistan - Mobile/Special Services | | 992 | 91 | \$0.4424 |
| Tanzania | | 255 | N/A | \$0.4516 |
| Thailand | | 66 | N/A | \$0.3100 |
| Thailand - Bangkok | | 66 | 2 | \$0.1756 |
| Thailand - Mobile/Special Services | | 66 | 1, 9 | \$0.3100 |
| Togo | | 228 | N/A | \$0.5296 |
| Tokelau | | 690 | N/A | \$0.6920 |
| Tokelau - Mobile/Special Services | | 690 | 5-8 | \$0.6920 |
| Tonga Islands | | 676 | N/A | \$0.6680 |
| Tonga Islands - Mobile/Special Services | | 676 | 56 | \$0.6680 |
| Trinidad & Tobago | 868 | | N/A | \$0.4292 |
| Trinidad & Tobago - Mobile/Special Services | 868 | | 68, 678 | \$0.4292 |
| Tunisia | | 216 | N/A | \$0.4304 |
| Tunisia - Mobile/Special Services | | 216 | 52, 72 | \$0.4304 |
| Turkey | | 90 | N/A | \$0.3428 |
| Turkey - Istanbul | | 90 | 212, 216 | \$0.2080 |



ReQwest Switchless Reseller

US to International Calling Card Rates

| Country | NPA | Country Code | City/Mobile Code(s) | Rate |
|---|-----|--------------|-----------------------------|----------|
| Turkey - Mobile/Special Services | | 90 | 5, 900 | \$0.3676 |
| Turkmenistan | | 993 | N/A | \$0.4012 |
| Turkmenistan - Mobile/Special Services | | 993 | 31-34 | \$0.4012 |
| Turks & Caicos | 649 | | N/A | \$0.3760 |
| Tuvalu | | 688 | N/A | \$1.1504 |
| Tuvalu - Mobile/Special Services | | 688 | 6-8 | \$1.1504 |
| Uganda | | 256 | N/A | \$0.2980 |
| Uganda - Mobile/Special Services | | 256 | 75, 77, 78 | \$0.2980 |
| Ukraine | | 380 | N/A | \$0.3608 |
| Ukraine - Kiev | | 380 | 44 | \$0.3188 |
| Ukraine Mobile/Special Services | | 380 | 50, 6 | \$0.3068 |
| United Arab Emirates | | 971 | N/A | \$0.4400 |
| United Arab Emirates - Mobile/Special Services | | 971 | 50 | \$0.4400 |
| United Kingdom | | 44 | N/A | \$0.1340 |
| United Kingdom - Audiotext | | 44 | 700, 707 | \$0.4348 |
| United Kingdom - London | | 44 | 207, 208 | \$0.1340 |
| United Kingdom - Mobile/Special Services | | 44 | 0, 3-9 | \$0.3872 |
| Uruguay | | 598 | N/A | \$0.3920 |
| Uruguay - Mobile/Special Services | | 598 | 2, 9 | \$0.3920 |
| Uzbekistan | | 998 | N/A | \$0.3460 |
| Vanuatu, Republic of | | 678 | N/A | \$2.0660 |
| Vanatu - Mobile/Special Services | | 678 | 5-7 | \$2.0660 |
| Venezuela | | 58 | N/A | \$0.3608 |
| Venezuela - Caracas | | 58 | 2 | \$0.2176 |
| Venezuela - Mobile/Special Services | | 58 | 12, 14-18, 23, 412, 414-418 | \$0.5276 |
| Vietnam | | 84 | N/A | \$0.7304 |
| Vietnam - Ho Chi Min City | | 84 | 8 | \$0.8204 |
| Vietnam - Mobile/Special Services | | 84 | 9, 80, 81, 85, 88, 89 | \$0.7664 |
| Wallis & Futuna Islands | | 681 | N/A | \$1.7324 |
| Western Samoa | | 685 | N/A | \$0.5372 |
| Yemen Arab Republic | | 967 | N/A | \$0.7760 |
| Yugoslavia (incl. Serbia) | | 381 | N/A | \$0.3128 |
| Yugoslavia Mobile/Special Services/Special Services | | 381 | 6,16 | \$0.3128 |
| Zaire, Republic of | | 243 | N/A | \$0.5216 |
| Zaire, Republic of - Mobile/Special Services | | 243 | 22, 78, 81, 84, 88, 97-99 | \$0.5228 |
| Zambia | | 260 | N/A | \$0.2836 |
| Zimbabwe | | 263 | N/A | \$0.2020 |
| Zimbabwe - Mobile/Special Services | | 263 | 11, 23, 91 | \$0.2020 |

BOLD changes indicate Increases

Bold Italicized changes indicate Decreases

Underline indicates new or changed city codes/rates



**ReQwest Blended
Switchless Reseller
Int'l Origination Calling Card**

| Originating Country | Country/Area Code | Int'l to Int'l and Int'l to Continental US Calling Card Rate |
|----------------------------|--------------------------|---|
| Antigua | 1+268 | \$0.945 |
| Argentina | 54 | \$1.038 |
| Australia | 61 | \$0.593 |
| Austria | 43 | \$0.574 |
| Azores (Portugal) | 992 | \$0.617 |
| Bahamas | 1+242 | \$0.728 |
| Bahrain | 973 | \$1.453 |
| Barbados | 1+246 | \$0.979 |
| Belarus | 375 | \$0.975 |
| Belgium | 32 | \$0.614 |
| Bermuda | 1+441 | \$0.757 |
| Bolivia | 591 | \$1.349 |
| Brazil | 55 | \$0.959 |
| Brunei | 673 | \$0.813 |
| Bulgaria | 359 | \$0.891 |
| Chile | 56 | \$1.075 |
| China | 86 | \$1.869 |
| Colombia | 57 | \$1.017 |
| Costa Rica | 506 | \$0.967 |
| Croatia, Republic of | 385 | \$0.694 |
| Cyprus | 357 | \$1.068 |
| Czech Republic | 420 | \$0.757 |
| Denmark | 45 | \$0.582 |
| Dominica | 1+767 | \$1.722 |
| Dominican Republic | 1+809 | \$0.816 |
| Egypt | 20 | \$1.125 |
| El Salvador | 503 | \$0.575 |
| Fiji Islands | 679 | \$2.005 |
| Finland | 358 | \$0.691 |
| France | 33 | \$0.538 |
| French Guyana | 594 | \$0.658 |
| Germany | 49 | \$0.489 |
| Ghana | 233 | \$1.181 |
| Greece | 30 | \$0.900 |
| Guadeloupe | 590 | \$0.658 |
| Hong Kong | 852 | \$0.897 |
| Hungary | 36 | \$0.821 |
| Iceland | 354 | \$0.787 |
| India | 91 | \$2.170 |
| Indonesia | 62 | \$1.219 |
| Ireland | 353 | \$0.691 |
| Israel | 972 | \$0.821 |
| Italy | 39 | \$0.527 |



**ReQwest Blended
Switchless Reseller
Int'l Origination Calling Card**

| Originating Country | Country/Area Code | Int'l to Int'l and Int'l to Continental US Calling Card Rate |
|---------------------|-------------------|--|
| Japan | 81 | \$0.723 |
| Kenya | 254 | \$1.306 |
| Korea, South | 82 | \$1.140 |
| Lithuania | 370 | \$0.925 |
| Luxembourg | 352 | \$0.778 |
| Macedonia | 389 | \$1.175 |
| Madeira Islands | 351 | \$1.069 |
| Malaysia | 60 | \$1.140 |
| Malta | 356 | \$0.595 |
| Martinique | 1+596 | \$0.658 |
| Mexico | 52 | \$0.540 |
| Monaco | 377 | \$0.712 |
| Netherlands | 31 | \$0.614 |
| New Zealand | 64 | \$0.712 |
| Nicaragua | 505 | \$1.184 |
| Norway | 47 | \$0.756 |
| Papua New Guinea | 675 | \$0.988 |
| Peru | 51 | \$0.488 |
| Philippines | 63 | \$1.075 |
| Poland | 48 | \$0.914 |
| Portugal | 351 | \$1.069 |
| Reunion Island | 262 | \$0.658 |
| Romania | 40 | \$1.159 |
| Russia | 7 | \$0.788 |
| San Marino | 378 | \$0.527 |
| Scotland | 44 | \$0.593 |
| Senegal Republic | 221 | \$1.891 |
| Singapore | 65 | \$1.111 |
| Slovak Republic | 421 | \$0.800 |
| South Africa | 27 | \$1.299 |
| Spain | 34 | \$0.745 |
| Sri Lanka | 94 | \$1.219 |
| St. Kitts & Nevis | 1+869 | \$1.125 |
| Sweden | 46 | \$0.571 |
| Switzerland | 41 | \$0.658 |
| Syria | 963 | \$1.600 |
| Taiwan | 886 | \$1.017 |
| Thailand | 66 | \$1.169 |
| Trinidad & Tobago | 1+868 | \$0.930 |
| Turkey | 90 | \$0.713 |
| Ukraine | 380 | \$0.975 |
| United Kingdom | 44 | \$0.593 |
| Vatican City | 39 | \$0.527 |



**ReQwest Blended
Switchless Reseller
Int'l Origination Calling Card**

| Originating Country | Country/Area Code | Int'l to Int'l and Int'l to Continental US Calling Card Rate |
|----------------------------|------------------------------|---|
| Venezuela | 58 | \$1.169 |
| Yemen | 967 | \$1.391 |